

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN AND FOR THE**

**CITY OF FRESNO**

**AND**

**THE FRESNO CITY EMPLOYEES ASSOCIATION, INC.  
(Non-Supervisory White Collar - Unit 3)**

**FISCAL YEARS  
2003-2005**



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#### LEGEND

* * *	= deleted old language
[\$ deleted]	= section/subsection deleted
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<b>bold type</b>	= new language

## ARTICLE I

### PREAMBLE

#### A. PURPOSE

This Memorandum of Understanding (MOU), entered into between the City of Fresno, hereinafter referred to as the City, and the Fresno City Employees Association, Inc., hereinafter referred to as the Association, has as its purpose: the establishment of wages, hours, and other terms and conditions of employment.

#### B. DEFINITIONS

Unless the particular provision or the context otherwise requires, and, except to the extent that a particular word or phrase is otherwise specifically defined in this MOU, the definitions and provisions contained in Article 3 of Chapter 1, and Sections 2-1501, 2-1601, 2-1801, and 2-1903 of the Fresno Municipal Code (FMC), shall govern the construction, meaning, and application of words and phrases used herein. The definition of each word or phrase shall constitute, to the extent applicable, the definition of each word or phrase which is derivative from it, or from which it is a derivative, as the case may be.

#### C. GOVERNING LAWS

The employer-employee relationship between the City and its employees and the City and the Association is governed by Chapter 10 of Division 4 of Title 1 of the Government Code (Section 3500 et seq., commonly known as the Meyers-Millas-Brown Act), **applicable provisions of the Public Employees Relations Board (PERB)**, and Article 19 of Chapter 2 of the FMC. In the event of any conflict between said laws and this MOU, said laws shall govern.

## ARTICLE II

### EMPLOYEE RIGHTS

#### A. GENERAL

The rights of employees, except as expressly modified herein, are as set forth in Section 2-1904 of the FMC. Execution of this MOU by the Association shall not be deemed a waiver of any Association or employee right unless the right is clearly or explicitly modified or restricted herein.

#### B. NONDISCRIMINATION

The provisions of this MOU shall apply equally to, and be exercised by, all employees \* \* \* **consistent with state and federal nondiscrimination statutes and which are set forth in City policies.**

[§ Deleted]

#### C. REPRESENTATION OF EMPLOYEES

1. The City recognizes the right of employees in this Unit to be represented by the Association in their employer-employee relationship with the City. An employee whose presence is requested by management to discuss or review an action of the employee has the right to be represented by an officer or director of the Association if it appears that the discussion or review may result in adverse action. Should an employee request such representation, no further discussion or review may occur until a representative is present, except that an unreasonable delay shall not result from such a request. The presence of a representative of the employee's own choosing, who is not an officer or director of the Association, shall satisfy the requirements of this section.
2. This Section does not apply to the normal ongoing employment relationship or supervisor/subordinate relationship between the City and its employees, when such matters as, including but not limited to, work direction, scheduling, and non-disciplinary counseling or performance evaluation, are the subjects of the discussion or review.
3. The President of the Association, or the Vice President, or their designees in the event of their absence, shall be allowed, subject to the approval of the employee's respective supervisor and the needs of the City, not more than

forty (40) hours of Leave Without Pay per year, for the conduct of Association business. Approval by the supervisor shall not be unreasonably withheld. Leave taken under this section shall be reported to the Labor Relations Division for purposes of accounting for the hours taken.

\* \* \*

4. **Effective July 1, 2004, all Unit employees shall have their vacation leave accrual levels reduced by 1 hour and placed in a time bank administered by the City for Association business use. On July 1 of each year or upon the request of the Association, the City shall provide the Association an account of the time bank balance. When the time bank balance falls below two hundred fifty (250) hours, and upon written notification of the Association the City shall deduct one (1) additional hour from all employees represented by the Association to be placed in the time bank. It is agreed by the parties that once accrued vacation leave is placed in the Association time bank, the City no longer has any obligation to compensate affected members, either in cash or equivalent time off.**

[§ Deleted]

#### D. PERSONNEL FILES

1. The Human Resources Division, under the direction of the Director of **\* \* \* the Personnel Department**, shall maintain the official personnel file for each employee. Each employee may review, or authorize in writing, its review by a designated representative, subject to reasonable rules and regulations, and receive a copy of all material placed in either his or her official file or departmental file. If an employee disagrees with the content of a document placed in either file, it shall be the right of the employee to submit a response to the Director of **\* \* \* the Personnel Department** to be attached to the document in question and included in the appropriate file. Personnel files are considered confidential and access **shall be** limited.
2. Documents, including performance evaluations, retained in the employee's departmental file shall be forwarded to the employee's new department **in a confidential manner when** the employee transfers, promotes, or demotes. The file **shall be forwarded in a confidential manner** to **\* \* \* the Personnel Department** when the employee leaves City service.

3. Inquiries regarding employment references shall be administered in accordance with **existing** City policies \* \* \*.



## ARTICLE III

### CITY RIGHTS

#### A. GENERAL

1. The Association and the City agree that the rights of the City are as set forth in FMC Section 2-1905 \* \* \*:

"(a) The exclusive rights of the City include, but are not limited to, the right to

- ( 1) determine the mission of its constituent departments, divisions, commissions, and boards;
- ( 2) set standards of service and municipal fees and charges;
- ( 3) determine the procedures and standards of selection for employment, assignment, transfer, and promotion;
- ( 4) direct its employees;
- ( 5) take disciplinary action;
- ( 6) relieve its employees from duty because of lack of work or for other legitimate reasons;
- ( 7) maintain the efficiency of governmental operations;
- ( 8) determine the methods, means, and personnel by which government operations are to be conducted;
- ( 9) determine the content of job classifications;
- (10) take all necessary actions to carry out its mission in emergencies;
- (11) exercise complete control and discretion over its organization and the technology of performing its work."

- (b) All rights formerly or presently claimed by or vested in the City on the effective date of this Article and not mentioned in Subsection (a) are

retained by the City unless explicitly waived by the City by resolution of the Council or by Council-approved MOU.

2. This MOU is not intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine. —
3. Nothing in this MOU shall be construed as delegating to others the authority conferred by law on the City, or in any way abridging or reducing such authority.

[§ deleted]

## ARTICLE IV

### RECOGNITION

#### A. ASSOCIATION RECOGNITION

1. The City acknowledges the Association as the recognized employee organization representing the Non-Supervisory White Collar Unit, and therefore, agrees, to meet and confer in good faith promptly upon request by the Association and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to make every reasonable effort to reach agreement on **\*\*\* a successor MOU** at least one (1) week prior to the last regular City Council meeting at which the City budget must be adopted for the ensuing fiscal year. In order that the meet and confer process may include adequate time for full consideration of the proposals of both parties and for resolution of any impasse, the City shall accept proposals from the Association as early as March 1, **\*\*\* 2005**, for any new MOU to be effective on or after July 1, **\*\*\* 2005**.

#### B. ASSOCIATION OFFICERS AND DIRECTORS

A written list of the Officers of the Association and the Association Directors, with the specific areas they represent, shall be furnished to the City immediately after their designation and the Association shall notify the City promptly in writing of any changes of such Association Officers or Directors.

#### C. ASSOCIATION BULLETIN BOARDS

The City shall provide space, or access to space, for the exclusive use of the Association for bulletin boards. The space provided shall be no fewer than **\*\*\* 24 x 36 inches**. Bulletin boards may be placed by the Association in locations where there is representation by the Association, except that only one bulletin board shall be placed in a common area where several divisions are represented **\*\*\***. Where divisions are in separate physical locations, a bulletin board may be placed by the Association in each physical location of the division.

#### D. **\*\*\* REPRESENTATION**

1. The City will not interfere with, or discriminate in any way against, any employee by reason of his or her membership in the Association.

[§ deleted]

E. RECOGNITION OF UNIT DESCRIPTION

The Non-Supervisory White Collar Unit consists of all employees holding a permanent position, as defined in FMC Section 2-1601.1, in the classes listed in Unit 3, Exhibit 3, of the current salary resolution, as such Unit may be amended from time to time pursuant to the provisions of the FMC.

F. CITY RECOGNITION

The Association recognizes the City Manager of the City, or such other person as \* \* \* may **be** designated in writing, as the designated representative of the City, pursuant to FMC Section 2-1914, and agrees \* \* \* to meet and confer in good faith promptly upon request by the City and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to make every reasonable effort to reach agreement on \* \* \* **a successor MOU** at least one (1) week prior to the last regular **City Council** meeting at which the City budget must be adopted for the ensuing fiscal year.

G. RECOGNITION OF MUTUAL OBLIGATION

The Association and the City recognize and acknowledge their mutual obligation and responsibility to effectuate the purposes set forth in, and to adhere to the conditions and clauses set forth in, this MOU.

H. LOCKOUT AND STRIKE

1. No lockout of employees shall be instituted by the City during the term of this MOU.
2. No **unlawful** strike \* \* \* or work stoppage by City employees, as defined in Section 2-1923 \* \* \* shall be caused, instigated, encouraged, condoned, participated in, or honored by the Association or its members during the term of this MOU.

## I. PROCEDURES FOR DISPUTE RESOLUTIONS

### 1. GRIEVANCE PROCEDURE

- a. A grievance is a dispute concerning the interpretation or application of any existing City policy, written rule or regulation governing personnel practices or working conditions, including this MOU. A grievance involves the claimed misapplication or misinterpretation of a rule or regulation relating to an existing right or duty; it does not relate to the establishment or abolishment of a right or duty. This procedure shall not apply to any dispute for which there is another established resolution procedure, including but not limited to, appeal to the Civil Service Board, Retirement Board, unfair employer-employee relations charge, fact-finding procedure, or as outlined below.
- b. A written grievance must set forth the rule, regulation, policy, or specific section of the MOU claimed to have been violated, describe the specific incident or circumstances of the alleged violation, and specify the remedy sought. Any dispute between the parties as to the grievability of an issue or as to whether the requirements of this procedure have been met shall be presented to the Grievance Advisory Committee. The Committee shall rule on the dispute before proceeding with the hearing. The Committee will be bound by the agreement of the parties regarding timeliness.
- c. **At the request of the grievant, \* \* \*** the Association may represent employees covered by this MOU on grievances under the grievance procedure.
- d. **The parties agree that it is in their mutual interest to resolve grievances at the earliest possible opportunity. In an effort to further this goal,** Association Officers and Directors designated under \* \* \* this MOU shall be excused without loss of compensation from their regular duties for such time as is necessary to attend and represent \* \* \* **the grievant** at grievance hearings, beginning at the first level of supervision.
- e. The procedure and sequence in filing and processing a grievance shall be as follows:

- (1) The employee \* \* \* **and/or Association** representative shall discuss the grievance with the \* \* \* **grievant's** immediate supervisor before a written grievance may be filed.
  - (a) If the grievance is not settled through this discussion, it either may be discussed with the next highest supervisor or a written grievance may be filed with the \* \* \* **grievant's** immediate supervisor. A written grievance must be filed, with a copy being sent to Labor Relations, within eighteen (18) calendar days from the \* \* \* **date** the \* \* \* **grievant** becomes aware, or should have become aware of, the issue or incident giving rise to the problem.
  - (b) Upon receipt of a written grievance, the immediate supervisor shall give the \* \* \* **grievant** a written reply within ten (10) calendar days.
- (2) Should the \* \* \* **grievant** not be satisfied with the answer received from his/her immediate supervisor, the employee may, within ten (10) calendar days, file an appeal to the Department Head. The Department Head shall have ten (10) calendar days after receipt of the appeal to review the matter, investigate and provide a written answer to the appeal, explaining clearly \* \* \* **the** decision or proposed action and reasons thereof. The Department Head may confer with the \* \* \* **grievant, the grievant's representative** and appropriate supervisors in an attempt to bring about a harmonious solution.
- (3) The City, **the grievant** and/or Association may mutually agree to waive steps **one** (1) and **two** (2) and proceed directly to hearing by the Grievance Advisory Committee when the issue is one over which the \* \* \* **grievant's** supervisor or Department Head has no jurisdiction.
- (4) If the \* \* \* **grievant** is not satisfied with the decision of the Department Head, he or she may, within \* \* \* **ten (10)** calendar days after receipt of the written reply, file a request for a review of the Department Head's decision to the Grievance Advisory Committee. The **review/appeal** to the Grievance

Advisory Committee shall be reviewed by the Association before it is delivered to the Labor Relations Division.

(5) The City, **the grievant** and/or Association may agree to seek resolution of the grievance through mediation using the services of the State **Mediation and Conciliation Service**, prior to hearing by the **Grievance Advisory Committee**. Time limits for processing of the grievance are automatically extended for as long as mediation is in process.

(6) The Grievance Advisory Committee shall be comprised of three (3) members: One selected by the Association, one selected by the City, and the Chairperson. The Chairperson may be chosen either by mutual agreement of the Association and the City, or by the "strike" method from a list of neutrals provided by the State Mediation and Conciliation Service. If the Chairperson is selected by the strike method from the list of neutrals provided by the State Mediation and Conciliation Service, then the Grievance Advisory Committee shall be comprised exclusively of the selected neutral.

(a) Fees and expenses of the chairperson shall be paid half by the City and half by the Association **or the individual grievant(s)**; provided, however, that the **Grievance Advisory Committee** may recommend that the City or the Association **or the individual grievant(s)** pay the total of such fees and expenses should it find that, but for the unreasonableness of that party's posture, the convening of the Committee would not have been necessary. The City and the Association shall select a chairperson within fourteen (14) calendar days of the receipt of a grievance requesting review by a Grievance Advisory Committee by the Labor Relations Division.

(b) The neutral Grievance Advisory Committee shall be bound by the language of the MOU, City AO, ordinances, rules, and regulations, and department rules and regulations consistent therewith in considering any issue properly before them. The neutral Grievance Advisory Committee shall be expressly confined to the precise issues submitted and shall have no authority to consider any other issue not so submitted. The neutral

Grievance Advisory Committee may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits, prior to the date the grievance was timely filed.

- (7) A date for the **Grievance Advisory** Committee to convene will be set within thirty (30) calendar days from the date that a grievance reaches the Labor Relations Division, provided it meets all criteria for the filing and processing of a grievance.

\* \* \*

- (8) All time limits herein may be extended by mutual agreement of the parties.

- (9) The **Grievance Advisory** Committee shall \* \* \* **conduct an evidentiary hearing, interview witnesses, and consider all relevant documents prior to submitting its conclusions and recommendations** to the City Manager within thirty (30) calendar days of its last meeting.

- (10) The City Manager shall review the decision of the Department Head and recommendations of the **Grievance Advisory** Committee, and \* \* \* shall render a written decision to the employee within fourteen (14) calendar days after receipt from the **Grievance Advisory** Committee.

- (11) Failure of the \* \* \* **grievant** to file an appeal within the specified time limit \* \* \* shall constitute an abandonment of the grievance process. Failure of the responsible supervisor or official of the City to render a decision within the specified time limit established by this procedure shall automatically move the grievance to the next higher level for action, without action required of the \* \* \* **grievant**.

- (12) Written reprimands shall not be subject to the grievance procedure. However, a written letter of reprimand shall not be the basis for disciplinary action after three (3) years from the date the letter was issued to the employee.



2. ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

The City and \* \* \* **the Association** agree that it is in their mutual interest to resolve disputes in the most expeditious and least expensive manner. In order to resolve certain disputes without resorting to litigation, the parties agree to pursue an alternative dispute resolution process in the form of mediation as set forth in this section.

- a. Prior to the filing of an action in any court of competent jurisdiction challenging a decision of the Civil Service Board or a decision of the City Manager concerning a grievance (as defined in this agreement), the party seeking to file such action (hereinafter the "moving party") must provide written notice to the other party.
- b. Upon receipt of such written notice, the other party shall make a determination as to whether it wishes to pursue initiation of a mediation process to resolve the threatened litigation. If such party determines to pursue a mediation process, that party must notify the moving party in writing.
- c. The parties shall jointly select a mediator and participate in the mediation so long as both parties consider it productive. Subject to their legal ability to do so, the parties shall agree that during the mediation process any statutory or legal deadlines for the filing of the subject litigation shall be waived.
- d. Either party may file an action in court concerning the subject dispute under the following circumstances:
  - (1) The mediation process is terminated by either party or upon mutual agreement.
  - (2) The mediation process has not been concluded but failure to file the action shall prejudice the moving party's ability to file an action in the event the mediation process does not result in resolution.
  - (3) The mediation process has concluded without resolution of the dispute.

This alternative dispute resolution procedure shall also be utilized in the event either party decides to pursue an appeal of a court decision relating to an

underlying decision of the Civil Service Board or the City Manager concerning a grievance.

### 3. PAST PRACTICE

A past practice is defined as a course of conduct which by mutual agreement has been allowed to continue over a period of time. A past practice, which is inconsistent with any existing City policy, written rule or regulation governing personnel practices or working conditions, or the provisions of this MOU, shall be null and void and may be terminated upon written notice to the Association. A past practice not covered by this MOU or City policies and procedures, which is within the scope of representation, may be terminated only after the City has provided the Association with written notice and completed the meet and confer process consistent with the Meyers-Milias-Brown Act.

#### J. USE OF HEARING OFFICER IN DISCIPLINARY ACTION INITIATED BY CITY

Employees in this unit may select usage of a hearing officer instead of a hearing before the Civil Service Board for disciplinary actions. This usage shall be governed by the provisions of FMC Section 2-1663.1.

#### K. REVISIONS TO CLASS SPECIFICATIONS

Proposed revisions to specifications for classes contained in the Unit shall be provided to the Association for review and comment prior to their adoption by the Director of Administrative Services.

#### L. SAFETY

1. The City and the Association shall undertake to promote the realization of the responsibilities of the individual employee with regard to preventing accidents to himself/herself or to his/her fellow employees. In the event any safety or health hazard is detected, it shall be reported promptly to the appropriate supervisor. No employee shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition.
2. Employees in the classes of Environmental Control Officer, Industrial Waste Inspector and Lab Technician who work at the Wastewater Treatment Plant, **and Police Identification Bureau Technician I, II, and III** have the option of seeing the City physician on an annual basis, without charge, for the

purpose of receiving a complete blood count, blood chemistry test, and a urinalysis.

**M. EXCHANGE OF INFORMATION**

The City shall provide to the Association, on a timely basis, \* \* \* new and amended salary resolutions, new and amended position authorization resolutions, job bulletins for classes in this Unit, a payroll manual and amendments thereto, and on a monthly basis a list of members of this Unit, with membership in the Association noted on the list.

[§ deleted]

## ARTICLE V

### DUES DEDUCTION

#### A. GENERAL

Pursuant to and in accordance with Section 3502.5 of the Government Code and all the provisions therein, the City and the Association agree that all employees in this Unit shall be required, as a condition of continued employment, to join the Association or to pay the Association a Service Fee. \*\*\* **The procedures governing dues deductions, agency shop, hold harmless obligations, religious and conscientious objections, and financial reporting requirements, shall be as provided in Government Code Section 3502.5.**

#### B. DUES CHECK-OFF

Rules governing dues check-off are set forth in **FMC** Section 2-1919 \*\*\*.

1. The City shall deduct the dues or benefit premiums, or both, upon proper authorization by an employee \*\*\* in the \*\*\* Unit.
2. If an employee in the \*\*\* Unit desires the City to deduct \*\*\* dues or benefit premiums from \*\*\* **the employee's** paycheck, a deduction authorization shall be made by the employee upon a Dues Deduction Authorization Card \*\*\*.
3. In the event an employee covered hereunder does not authorize deduction of either Association dues or a Service Fee from his/her paycheck and does not make such payment directly to the Association, the Association shall provide a certification, signed by the Association President, to the City of such failure. Prior to such certification, the Association shall notify the employee of its intent to provide certification to the City, and give the employee an opportunity to respond within thirty (30) **calendar** days. Certification shall be on a form provided by the City. Such failure by an employee shall constitute grounds for termination by the appointing authority.

[§§ deleted]

4. **Upon written authorization by a retired member of the Association, the City shall deduct credit union payments and Association dues and benefits from**

the retirement check of such retired member and forward same to the credit union or Association as designation in such authorization.

C. EXCEPTIONS TO DUES DEDUCTION AUTHORIZATION CARD

The earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. \* \* \* In the case of a member who is in a non-pay status \* \* \*, and whose salary is insufficient to cover other legal and required deductions, no dues deduction or deposit shall be made. **At the request of the Association, the City shall deduct past Association dues from an employee entitled to back pay, provided the employee's earnings are sufficient after other legal and required deductions are made to cover the amount in arrears.**

D. DUES DEDUCTION CHECK

1. The deduction check covering all such deductions shall be transmitted to:

FRESNO CITY EMPLOYEES ASSOCIATION, INC.

\* \* \*

\* \* \* 2115 Merced Street

Fresno, California 93721

Should the Association elect to have the deduction check transmitted to an address other than that set forth hereinabove, the Association shall so indicate by written notice \* \* \* to the \* \* \* City's \* \* \* **Finance Department, with a copy to the Labor Relations Division.** \* \* \* The City shall transmit the deduction check to the address specified in the notice as early as is practicable after receipt of such notice.

2. The deduction check shall be made in favor of:

FRESNO CITY EMPLOYEES ASSOCIATION, INC.

3. A deduction check will be transmitted at least monthly.

## ARTICLE VI

### \*\*\*COMPENSATION AND BENEFITS

#### A. GENERAL

All economic benefits provided by Council ordinance or formal Council resolution and not otherwise clearly and explicitly modified or restricted in this MOU shall be continued without alteration during the term of this MOU.

[§§ deleted]

#### B. SALARY SCHEDULE

1. Effective July 1, 2003, there shall be no salary increases for all classes in this Unit through June 30, 2004.
2. Effective July 1, 2004, (FY2005) there shall be no salary increases for all classes in this Unit through June 30, 2005.
3. Effective the first pay period of FY2005, all Unit employees shall receive an employee development stipend of \$100.00 per month and will be prorated at \$46.15 over twenty-six (26) pay periods. The employment development stipend is pensionable.

[§§ deleted]

#### C. RETIREMENT

The parties agree that during the term of this Agreement they will continue to meet and confer with respect to those enhanced retirement benefits currently being explored by the Retirement Board, as well as with respect to those issues related thereto. It is understood that this does not commit the parties to a particular outcome; only to continue to meet and confer on this subject during the term of this Agreement.

#### D. FRESNO CITY EMPLOYEES' HEALTH AND WELFARE TRUST

The City and the Association agree that the Fresno City Employees Health and Welfare Trust has the authority to determine the benefits that will be provided during the term of this \*\*\* MOU. The sole responsibility of the City under this clause is to provide a set dollar amount to be contributed to the Trust on behalf of the employees represented by the Association. \*\*\* Effective July 1, 2004, the City will

pay \$500 per month, plus fifty percent (50%) of the amount of the premium in excess of \$628.00 (e.g., the premium set by the Trust for FY2005 is \$711, the City's contribution will be \$541.50 per month per employee); and the employee may opt to contribute the amount necessary to make up the difference through payroll deductions, or accept a reduced coverage option.

The parties also agree to work collectively in conjunction with their Board representatives to research and recommend potential cost-saving measures for the Health & Welfare Trust, which may include a choice of health program options based on individual need or preference, including a reduced option equivalent to the City's premium contribution, a separate rate for single employees with no dependents, or other flex plan programs; mandatory generic mail order drug maintenance for employees who require prescription drug therapy for any period of ninety (90) days or more; or other measures that may be identified as this work progresses.

It is understood and agreed that the City's contributions to the Fresno City Employees Health and Welfare Trust shall not exceed \*\*\* **\$541.50** per month per employee. In the event the premium established by the Trust during the term of this MOU is greater than the City's agreed maximum contribution, the employee will be required to contribute the amount necessary to make up the difference through payroll deductions. In the event the City agrees to contribute an amount higher than the \*\*\* **\$541.50** established herein on behalf of any other recognized bargaining unit whose members participate in the Fresno City Employees Health and Welfare Trust, the City agrees that it will reopen the meet and confer process on this item upon request by the Association.

#### E. NIGHT-SHIFT DIFFERENTIAL

Each employee in this unit who is regularly assigned to work a "night shift" shall receive premium pay in addition to that set forth for his/her class in Subsection B of this article. For a shift having four (4) or more hours between the hours of 5:00 p.m. and midnight the night shift premium will be \$1.00 per hour for all hours worked that shift. For a shift having four (4) or more hours between the hours of midnight and 8:00 a.m. the night shift premium will be \$1.50 per hour for all hours worked that shift. The Night-Shift Differential will be paid only to an employee who is regularly assigned to the night shift and actually works said shift. The night-shift differential for PI and PPT employees is set forth in Section G. of this article.

F. UNIFORM ALLOWANCE

Effective \* \* \* the first pay period following Council approval of this MOU:

1. \* \* \* Except for employees listed in subsections 2 and 3 below, employees not covered by the City's uniform program who \* \* \* are required to purchase, maintain, and wear a duty uniform shall receive a **maintenance and replacement fee of \* \* \* thirty dollars (\$30)** per month to be prorated on a pay-period-by-pay-period basis.
2. Employees newly hired in the class series of:
  - a. Community Services Officer I/II/Senior, Fire Prevention Inspector I/II/Senior, \* \* \* Neighborhood Services Representative I and **Life Skills Instructor** who are required to purchase, maintain, and/or wear a \* \* \* uniform shall receive \* \* \* **three hundred ninety-five (\$395)** in their first paycheck for the purpose of assisting in the purchase and maintenance of uniforms. Upon completion of the initial six (6) months of the probationary period, employees in these classes shall receive \* \* \* **sixty-five dollars and eighty-three cents (\$65.83)** per month for **uniform maintenance and replacement** to be prorated on a pay-period-by-pay period basis. \* \* \* In the event the newly hired employee works for fewer than six (6) months, the employee shall reimburse the City for one-sixth (1/6) of the \* \* \* **three hundred ninety-five dollars (\$395)** for each full calendar month \* \* \* **to be prorated on a pay-period-by-pay-period basis.**
  - b. **Administrative Clerks assigned to the Records Division and Rangemaster/Armorers** who are required to purchase, maintain, and/or wear a uniform shall receive two hundred fifty dollars (\$250) in their first paycheck for the purpose of assisting in the purchase and maintenance of uniforms. Upon completion of the initial six (6) months of the probationary period, and thereafter, employees in this class shall receive forty-one dollars and sixty-six cents (\$41.66) per month for uniform maintenance and replacement to be prorated on a pay-period-by-pay-period basis. In the event the newly hired employee works fewer than six (6) months, the employee shall reimburse the City one sixth (1/6) of the two hundred fifty dollars (\$250) for each full calendar month, to be prorated on a pay-period-by-pay period basis.



3. Non-probationary employees in the classes of Community Services Officer I/II/Senior, Fire Prevention Inspector I/II/Senior, or Neighborhood Services Representative I who are required to maintain and wear an uniform for four (4) months or more within any fiscal year shall receive forty-four (\$44) per month, to be prorated on a pay-period-by-pay period basis.
  - a. Non-probationary employees in the above-mentioned classes who are required to maintain and wear a \* \* \* uniform fewer than four (4) months within any fiscal year shall receive twenty-two dollars (\$22) per month, to be prorated on a pay-period-by-pay-period basis.
4. The \* \* \* **City** agrees to consult with the Association prior to the implementation of any **change to the uniform policy** \* \* \* and the City agrees to meet and confer with the Association before creating a uniform requirement for a new class or for employees in a class which currently is not required to wear a uniform.

G. **BENEFITS FOR PERMANENT INTERMITTENT AND PERMANENT PART-TIME EMPLOYEES**

Permanent Intermittent and Permanent Part-Time employees, employed in classes in **this** unit, shall accumulate benefits during their employment with the City as follows:

1. Vacation.
  - a. Permanent Intermittent employees shall accumulate eight (8) hours vacation leave for each 173.33 hours of non-overtime work paid.
  - b. Permanent Part-Time employees shall accumulate vacation leave at a rate proportionate to a full-time employee in the class, according to the number of hours scheduled to work.
2. Sick Leave.
  - a. Permanent Intermittent employees shall accumulate eight (8) hours sick leave for each 173.33 non-overtime hours paid.
  - b. Permanent Part-Time employees shall accumulate sick leave at a rate proportionate to a full-time employee in the class, according to the number of hours scheduled to work.
  - c. Refer to Article VI, **Section M** for further applicable provisions.

3. Family Sick Leave - Permanent Part-Time employees shall be allowed up to 38.4 hours of accumulated sick leave per fiscal year for Family Sick Leave. Family Sick Leave shall be used only for those purposes defined in the California Labor Code.
4. Overtime. Permanent Intermittent and Permanent Part-Time employees shall receive overtime at the applicable hourly rate for work performed in excess of eight (8) hours in a day and/or forty (40) hours in a week, and work performed on a holiday.
5. Probationary Period. The probationary period for Permanent Intermittent and Permanent Part-Time employees shall be 2,080 hours of non-overtime work performed, according to the class to which the employee is appointed \* \* \*.
6. Health and Welfare. Permanent Intermittent and Permanent Part-Time employees shall receive full Health and Welfare benefits as provided below:
  - a. Permanent Intermittent employees - the City shall contribute towards the premium required by the Fresno City Employees Health and Welfare Trust, an amount of money on behalf of the employee in proportion to the percentage of full-time established for \* \* \* the position in the Position Authorization Resolution. Contributions will be made on an annualized basis, e.g., if a Permanent Intermittent employee works full-time for six (6) months of the year, the City will pay fifty (50) percent of the contribution as agreed upon under Article VI, **Section D**, each month for twelve (12) months.

If a Permanent Intermittent employee leaves City employment for any reason, the City's obligation to make any payments for Health and Welfare benefits will cease on the date of the employee's termination. The City shall make contributions only on the condition that the employee agrees to contribute to the Health and Welfare Trust the difference between the City contribution to the Trust and the premium amount required by the Trust for the level of benefits provided. If the employee does not agree to make such contribution, then the City shall make no contribution for Health and Welfare. Election to pay such difference shall be made within fifteen (15) days of appointment, and shall be irrevocable except as provided under \* \* **subsection c.** below.

- b. Permanent Part-Time employees - the City shall contribute, towards the premium required by the Fresno City Employees Health and Welfare Trust, an amount of money on behalf of the employee in proportion to the number of hours scheduled for that position, as reflected in the Position Authorization Resolution. The City shall make such contribution only on the condition that the employee agrees to contribute to the Fresno City Employees Health and Welfare Trust the difference between such City contribution and the amount required by the Trust for the level of benefits provided. If the employee does not so agree, then the City shall make no contribution for Health and Welfare for such employee. Election to pay such difference shall be made within fifteen (15) days of appointment, and shall be irrevocable except as provided under \* \* \* **Subsection c.** below.
  - c. An employee who declines to participate in the health plan at employment may elect to participate each year thereafter; however, once participation is elected, and then dropped, the employee will be ineligible to re-enroll. Participation at any time shall be by deduction from the employee's paycheck.
- 7. **Social Security Benefits.** Permanent Intermittent employees shall be provided with Social Security benefits, and shall not be members of the Fresno City Employees General Service Retirement System. Until the Retirement Board acts upon the joint recommendation regarding retirement benefits applicable to Permanent Part-Time employees, and any ordinances or resolutions are adopted implementing that action, Permanent Part-Time employees shall not be in the City retirement system and shall be provided with Social Security benefits.
  - 8. **Workers' Compensation.** Workers' Compensation Benefits for Permanent Intermittent and Permanent Part-Time employees shall be those \* \* \* **amounts** established by the **State of California** Workers' Compensation regulations.
  - 9. **Jury Duty.** Permanent Intermittent and Permanent Part-Time employees shall be paid for jury duty attendance and court attendance in accordance with FMC Sections 2-1511 and 2-1512.

10. Holidays.

- a. Permanent Intermittent employees shall accumulate holiday leave balance at the rate of eight and two-thirds (8 2/3) hours for each 173.33 hours of non-overtime work.
- b. Permanent Part-Time employees shall receive paid leave for holidays at a rate proportionate to a full-time employee in the class, according to the number of hours scheduled to work.

11. Night Shift \* \* \* Premium Pay. \* \* \* Permanent Intermittent and Permanent Part-time employee \* \* \* shall receive **night time** premium pay in \* \* \* accordance with **MOU Article VI, Section E.**

[§§ deleted]

12. Service Fee. \* \* \* **MOU Article V \* \* \*** applies to Permanent Intermittent and Permanent Part-Time employees.

13. Uniform Allowance. Any Permanent Intermittent or Permanent Part-Time employee who is required to purchase and wear a uniform shall be paid the uniform allowance applicable to the class, to be prorated and paid on a pay-period-by-pay-period basis **as provided in Article VI, Section F.**

14. Full Time. Permanent Part-Time and Permanent Intermittent employees shall not be employed to reduce the number of Permanent Full-Time employees in the unit.

15. Rest Periods - \* \* \* **MOU Article VI, Section P,** shall apply to Permanent Intermittent and Permanent Part-Time employees, but the City reserves the right to combine breaks with the lunch period or the beginning or ending of a shift for employees in the Recreation Division.

H. **OVERTIME (OT) AND COMPENSATORY TIME OFF (CTO)**

- 1. OT - Employees shall be paid for \* \* \* **OT** in accordance with FMC Section 2-1514, except as may be modified by this MOU. **Employees on vacation may be permitted to work by notifying the department of their desire to work, and shall be compensated at the applicable overtime rate in addition to the employee's vacation pay.**

2. **CTO** - Employees \* \* \* may elect to accrue \* \* \* CTO \* \* \* in lieu of cash payment for \* \* \* OT hours worked. **CTO is accumulated at the applicable straight time, time and one-half, or double time rate for the time worked. CTO is to be used for time off, and is subject to approval in the same manner as vacation.** Employees may accrue a CTO balance not to exceed forty-eight (48) hours \* \* \*. Employees who have reached the maximum balance shall be given cash payment for additional \* \* \* OT hours worked until such balance has been reduced below the maximum allowable amount (i.e., 48 hours). \* \* \* City may compensate by cash payment all \* \* \* CTO balances \* \* \* on the last pay period in each fiscal year \* \* \* at the base/straight time \* \* \* rate of pay, or in any given pay period at the employee's request.

I. VACATION \* \* \* LEAVE

[§ deleted]

Employees accrue vacation leave hours for each completed calendar month of employment as reflected in the table below. Employees with less than twenty (20) years of continuous employment are allowed to accrue three hundred twenty (320) hours of vacation leave, and employees with twenty (20) years or more of continuous employment are allowed to accrue four hundred (400) hours of vacation leave.

Years of Continuous Employment	Accrual Rate (Hrs./mo.)
Less than 5	8
More than 5 but less than 10	8.667
More than 10 but less than 20	10
More than 20	13.334

J. SUPPLEMENTAL SICK LEAVE ACCRUAL BANK

Effective July 1, 2004, and each July thereafter during the term of this MOU, employees in this Unit shall accrue an additional forty (40) hours supplemental sick leave. This supplemental sick leave accrual may only be utilized if the employee has completed six months of employment and has exhausted all other sick leave accruals. Otherwise, at the employee's option, the accrued hours may be:

1. Taken as service credit on an hour-per-hour basis upon retirement from the City; or
2. Cashed out at retirement or upon separation from the City.

Accruals shall be prorated for employees hired after July 1, 2003, but shall not be reduced if the employee is on leave due to a job related injury. In the event the employee transfers to another unit, the accrued hours shall remain in the Supplemental Sick Leave Accrual Bank until retirement or separation from City service, at which time the employee may elect one of the options above.

K. HOLIDAY LEAVE

1. Except as may be modified in this Section, Holidays shall be governed by Fresno Municipal Code Section 2-1513:

- January 1
- The third Monday in January.
- The third Monday in February.
- The last Monday in May.
- July 4
- The first Monday in September.
- November 11.
- Thanksgiving Day in November.
- The Friday after Thanksgiving Day in November.
- December 25.
- Employee's Birthday (8 hrs. credited holiday balance on the first pay period following the employee's birthday)
- Two Personal Business Days (8 hrs. credited to holiday balance on July 1 and 8 hrs. credited on Jan. 1)
- Any day or part of a day declared by the Council, by ordinance or resolution, to be a holiday.

2. If January 1st, July 4th, November 11th, or December 25th falls upon a Sunday, the Monday following will be observed as the holiday, in lieu of Sunday.
3. Employees \* \* \* may request payment for any holiday leave balance. —
4. Employees \* \* \* who are scheduled to and do work a regular shift on a holiday may, at the employee's option, elect to receive eight (8) hours of holiday time in lieu of overtime compensation for that holiday.
5. When a holiday falls on a regularly scheduled day off, an employee in this Unit shall be credited with eight (8) hours of holiday time for each holiday occurring on a scheduled day off in lieu of eight (8) hours vacation therefore.
6. \* \* \* Employees \* \* \* **scheduled to work on \* \* \* their birthday, \* \* \* who wish to take the day off shall submit a Request for Leave of Absence form for preauthorization and approval.**
7. In addition to any other holiday leave which may be accrued, employees in this Unit in the classes of Emergency Services Dispatcher I, II, and III and **Police Identification Bureau Technician I, II, and III**, shall receive 1.33 hours per month of Holiday leave. \* \* \*
8. In order to be eligible for holiday compensation, employees must be on paid work status the day before said holiday.

L. CHRISTMAS/NEW YEAR'S HOLIDAY

An employee in this Unit regularly scheduled to work a full shift on December 24 and December 31 shall be allowed four (4) hours of holiday leave on the afternoon of either December 24 or December 31. Employees shall be allowed their choice of days off consistent with maintenance of minimum staffing required by the City. In the event minimum staffing needs do not permit an employee otherwise entitled to use \* \* \* **such holiday** leave on either day, four (4) hours shall be credited to the employee's vacation balance.

M. SICK LEAVE

[§§ deleted]

1. Employees shall accrue sick leave at the rate of eight (8) hours for each completed calendar month of employment with unlimited accumulation.
2. Employees shall be allowed up to forty-eight (48) hours of accumulated sick leave per fiscal year for Family Sick Leave. Family Sick Leave shall be used only for those purposes defined in the California Labor Code. Use of Family Sick Leave shall be authorized and recorded by a department head or designee.
3. Effective July 1, 2004, the City and Association agree that the existing Attendance Policy, AO 2-19.1, shall be suspended for one (1) year, during which time the matter will be referred to the Labor Management Task Force (LMTF) for the development of a replacement policy. In the interim, until a new policy is adopted, the City and Association agree that the Fresno Municipal Code shall prevail. Any previous incidents issued under Attendance Policy AO 2-19.1 shall be deleted from the employee's Personnel file. Any incidents that have been issued at the Fourth Level or above pursuant to AO 2-19.1 shall continue in effect for ninety (90) days from the date of issuance. If no further attendance incidents occur during the aforementioned ninety (90) day period, all levels shall be deleted from the respective employee's file(s).

If an additional attendance incident occurs during the ninety (90) day period, the employee may be subject to appropriate disciplinary action and all previous incidents, including those arising from AO 2-19.1 may be considered.

The City agrees to meet and confer with the Association for the purposes of developing a new Attendance Sick Leave Policy, which shall be implemented prior to June 30, 2005.

N. WORKERS' COMPENSATION

1. Notwithstanding the provisions of FMC Section 2-1515, **effective September 1, 2003**, an employee \* \* \* who **suffered or** suffers an injury/illness in the course and scope of \* \* \* City employment shall receive \* \* \* **seventy-six (76)** percent of \* \* \* **the employee's** full wages or salary from the City, beginning on the fourth calendar day of such absence, unless hospitalized on the first day for at least twenty-four (24) hours, or unless the absence



exceeds fourteen (14) calendar days, in which case the employee shall receive the pay provided in this Section from the first day. Except for the provision of full pay and its starting date (as modified herein), the remaining provisions of FMC Section 2-1515 shall apply.

2. Partial days of absence due to injury in the line of duty, including the day of injury, shall be at full pay and shall not count toward the three (3) day exclusion period; however, this time shall be recorded as injury absence.
3. At the employee's option, in the event pay from the City is not provided during the first three (3) days of absence due to injury, the employee may take sick leave, vacation, or compensatory time off (CTO), for that period.
4. If the employee has used sick leave, vacation, or CTO for the first three (3) days and it is later determined that pay is applicable from the first day, the leave time shall be restored to the employee and his/her pay adjusted accordingly. If the employee has been on leave without pay for the first three (3) days and it is later determined that pay is applicable from the first day, the employee shall be paid therefore
5. If an employee is placed on sick leave or vacation, pending determination as to whether the injury is industrial, and the injury is determined to be industrial, sick leave or vacation will be restored and the employee placed on injury leave as provided herein.
6. Retirement benefits shall not be reduced as a result of compensation\*\*\* **established herein**. Changes in contribution by the City and employee shall be in accordance with applicable retirement code sections.

[§ deleted]

7. Taxes shall not be withheld on compensation at the \*\*\* **seventy-six (76)** percent rate which is \*\*\* **paid** due to **an injury or illness sustained in the course and scope of employment with the City** \*\*\*. In the event a court of competent jurisdiction, or other competent authority, finds this Section invalid, the provisions of Article **VIII** of this MOU shall apply. Any subsequent agreement reached by the City and the Association on a replacement for this Section shall be made effective back to the date of the determination of the invalidity of this Section.

O. COURT TIME

**\* \* \* All Employees** except those **\* \* \* employees assigned to** the Police Department, who, in **\* \* \* their** capacity as an employee of the City, **\* \* \* are** required by a superior officer, City Attorney, prosecuting attorney, whether or not by subpoena, or by direction of a court if by subpoena, to attend and does attend, during off-duty hours, any deposition or court proceeding as a witness, shall be allowed a minimum of two (2) hours overtime credit regardless of the time actually in attendance.

P. REST PERIODS

1. Employees **\* \* \*** shall be allowed a rest period not to exceed fifteen (15) minutes during each four (4) consecutive hours of work, without loss of compensation. Rest periods shall be scheduled by supervisors and consistent with the work load and in accordance with the requirements of the department. There shall be no disruption in the provision of service to the public to allow an employee to take a rest period. Any employee required to work four (4) or more hours overtime immediately before or after his/her shift shall be allowed not more than fifteen (15) minutes as a rest period during such overtime work period, and during any subsequent four (4) hour overtime work period.
2. **Employees shall be entitled to a daily meal period of no less than thirty (30) uninterrupted minutes. In the event the employee is directed to work, thereby interrupting the meal period, the employee shall be allowed to take a full meal period prior to the end of the shift, or to be compensated at one and one-half times (1 ½) the base rate of pay for the missed meal period.**

Q. CALL BACK

1. Each employee in the Unit eligible for paid overtime who is called back to work outside of his/her regularly scheduled work shift shall be paid a minimum of two (2) hours at the applicable hourly rate.
2. Fresno City Employees Association employees may be subject to on call, call back or standby duties at the discretion of a department, as follows:
  - a. On Call – Employees shall receive premium pay for fifteen (15) minutes at the employee's base rate of pay for each contact from management or designee during time outside of an employee's normal scheduled work hours, where the employee is not

prescheduled for standby, and which does not require the employee to return to the work site. (MOU Article IX.F.3.c.1)

- b. Call Back – Employees shall receive premium pay for call back assignments at either one and one-half times or two times the employee's base rate of pay for each two-hour minimum of work in each 24-hour period for time outside of the employee's regular work hours when required to return to the work site. (MOU Article IX.F.3.c.2)
- c. Standby – Employees shall receive premium pay for standby duties in the amount of \$16.00 for each workweek night (four total) and \$72.00 for days off beginning the first shift of the following week for time outside of regular work hours when required to be available to respond within one hour. (MOU Article IX.F.3.c.3)

R. FAIR LABOR STANDARDS ACT

When, or if, the Department of Labor promulgates rules and regulations dealing with the enforcement of the FAIR LABOR STANDARDS ACT, the Association and the City agree to meet and confer on any changes in wages, hours or terms and conditions of employment required thereby.

[§§ deleted]

S. PROBATIONARY PERIOD

The probationary period for all classes in \*\*\* this Unit shall be twelve (12) months. The probationary period shall be an essential part of the examination process and shall be used for the effective adjustment of the employee to meet the required standard of work. Time spent on any leave of absence, or time during which an employee is unable to perform the full range of duties due to injury or illness, whether or not job-related, shall not be considered as a part of any probationary period, and such time will be added to the probationary period. The City shall conduct employee evaluations during the probationary period pursuant to \*\*\* this MOU. All classes designated in a flex class series shall be subject to a twelve (12) month probationary period pursuant to \*\*\* this MOU \*\*\*.

T. STEP INCREASES

Employees hired into classes, which have step increases, will move from Step "A" to Step "B" on the anniversary date, which is twelve (12) calendar months from the date the employee was appointed to the current class.

Those flex classes listed below and specified in the Salary Resolution Number 2003-213 are exempt from the terms of this provision and shall be governed by the language therein. Those classes are:

Account Clerk I and II  
Administrative Clerk I and II  
Customer Services Clerk I and II  
Engineering Aide I and II  
Planner I and II

U. TEMPORARY ASSIGNMENT TO PERFORM DUTIES OF ABSENT EMPLOYEES

1. In accordance with FMC Section 2-1650(c) an employee will neither be ordered, nor will be considered to be performing the duties of an absent employee unless prior written approval has been obtained, a signed copy of which will be given to the employee when ordered to perform the duties.
2. After any permanent employee \* \* \* has completed \* \* \* **eighty (80) hours** of service in a higher class pursuant to one (1) or more such assignments, \* \* \* **which may be accumulated in half shift increments (e.g., 4 hours for 5/8 employees; 5 hours for 4/10 employees), the employee** shall thereafter be paid at the rate of pay of the higher class while so assigned.
3. Except where provided herein, temporary assignment to perform duties of absent employees shall be in accordance with FMC Section 2-1650.

V. EDUCATION AND TRAINING FOR CITY EMPLOYEES

1. The City's policy on education and training including the procedure for applying for reimbursement of expenses incurred in connection with all educational and training activities such as conferences, workshops and the tuition reimbursement program are contained in \* \* \* **AO 6-11, Education and training for City Employees** \* \* \*. Permanent employees in the classes of Secretary/Senior Secretary, who acquire a valid Certified Professional Secretary certificate, will be reimbursed in accordance with \* \* \* **AO 6-11**.

W. LAY OFF PROCEDURES

Layoff of employees shall be governed by FMC Section 2-1671.

**X. USE OF PERSONAL VEHICLES**

1. Employees may be required, at the discretion of the City, to use their personal vehicles on City business. Employees required to use their own vehicles on City business, other than traveling to and from work, shall be reimbursed in accordance with \* \* \* **AO 2-2, Transportation Allowance and Mileage Reimbursement Policy, and AO 8-8, City Owned/Leased Vehicles; Acquisition, Assignment, and Usage.** When use of a personal vehicle is required as a term and condition of employment for all positions in a class, such requirement shall be included in the specification for the class and the job bulletin. If the requirement is applicable only to certain positions in a class, employees, or potential employees, shall be notified of the requirement prior to appointment, transfer, or assignment, as appropriate.
  - a. **Life Skills Instructors shall be required to use their personal vehicles in the performance of their duties, and shall be reimbursed on the basis of Category 4 of the City's transportation allowance and mileage reimbursement policy, AO 2-2.**
2. Pursuant to AO 7-1, Parking Policy; Employee Parking Permit, the parking rates for employees in the downtown area shall be fifteen dollars (\$15.00) per month for general parking and twenty dollars (\$20.00) per month for an Official Vehicle Permit.

**Y. ALTERNATIVE WORK SCHEDULES**

[§§ deleted]

The City and the Association agree to request the Labor Management Task Force review the City's Alternative Work Schedule, with the purpose of developing a more uniform and consistent policy. The City also agrees to meet and confer with the Association for the purposes of developing a more uniform and consistent policy.

**Z. BILINGUAL CERTIFICATION PROGRAM**

1. The bilingual certification program consists of a City administered examination process whereby members of this Unit may apply for \* \* \* bilingual examination, and if certified by the examiner receive bilingual premium pay for interpreting and translating. **Bilingual premium pay is not pensionable. However, should any court of law issue a final judgment**

ordering the City to make Bilingual Pay pensionable, the City agrees to take the steps necessary to comply with such order or judgment.

2. **The Bilingual certification examination \* \* \* will be conducted \* \* \* in December of each year.** During the examination noticing period, examination applications will be available at the Department of Administrative Services, Human Resources Division and City department personnel units.

- a. In order to qualify for the \* \* \* examination, the application must be received by the Human Resources Division during the month of \* \* \* **November**, but no later than the last regular business day of \* \* \* **November**.

[§ deleted]

- b. Bilingual examination application deadlines are not appealable or grievable.
3. Bilingual certification examinations are conducted for Cambodian, Hmong, Laotian, Sign, Spanish and Vietnamese languages.
4. The bilingual premium pay rate for certified permanent employees is fifty dollars (\$50) per month, regardless of how many languages for which an employee is certified.
  - a. Certified employees may interpret/translate for departments/divisions they are not assigned to, provided the requesting department/division has a demonstrated customer service related need, and has obtained approval from the certified employee's supervisor.
  - b. Certified employees shall not refuse to interpret/translate while on paid status. Refusal \* \* \* **may** result in appropriate disciplinary action.
  - c. Except in the event of an emergency, bilingual employees who are not certified shall not be required to interpret/translate.

#### **AA. REQUESTS FOR TRANSFER**

1. A permanent employee may request consideration for transfer to vacant positions in the same class by submitting a written request to the Director of

**\*\*\* the Personnel Department.** When vacancies occur in the class, names of employees requesting transfer shall be submitted for consideration prior to the certification of names from an eligible list. Transfers between departments require the approval of both appointing authorities. Approval of transfer shall not be unreasonably withheld by the appointing authority in the department from which transfer is sought.

2. The transfer of employees shall be governed by the provisions of the **\*\*\* FMC**, except that, effective July 1, 1997, employees in the class of Administrative Clerk I/II/Senior assigned to the Police Department Records Bureau, who are subject to working rotating schedules, must serve in that assignment for a minimum of thirty-six (36) months from the date assigned to the Records Bureau, as provided in Article **VI, CC, 6**.
3. Department management shall notify transfer applicants a minimum of the day before the interview. Employees may agree to be interviewed sooner. Any transfer applicant who is offered a transfer shall have a minimum of twenty-four (24) hours to accept or reject the transfer.
4. Employees who wish to be considered for transfer to another position in the same class within their own Department may do so by submitting a written request to their appointing authority. The appointing authority shall give first consideration to an employee who requests such a transfer.

[§§ deleted]

#### **BB. RECLASSIFICATIONS**

This provision shall apply solely to classifications represented by the Association and is not applicable to reclassifications which have the result of employees moving out of the FCEA unit. In the event of the reclassification of a position to a class of a higher level, the incumbent shall be granted the same status in the new class as he/**she** had in the former class, if the Director of Administrative Services should find that all of the following conditions have been met:

1. That the reason for the reclassification of the position is the gradual accretion of new duties and responsibilities over a period of one (1) or more years immediately preceding the effective date of such reclassification.
2. That the accretion of duties has taken place during the incumbency of the present incumbent in such position.

3. That the added duties and responsibilities upon which reclassification is based have not been previously assigned to a class of the same or lower level.
4. All provisions of the FMC and \* \* \* AO regarding reclassification not in conflict with this section remain in effect.

**CC. SPECIAL RULES FOR EMPLOYEES ASSIGNED TO THE POLICE DEPARTMENT**

**1. SHIFTS/VACATION**

- a. Shift assignments shall be made according to the needs of the department, otherwise shift assignments shall be made based on seniority. Shift changes shall not be used as a method of administering discipline.
- b. Vacation selection by division, section, unit/area, or shift, as determined by the department, shall be based upon, and determined by, seniority within the class, except for employees in the class of Emergency Services Dispatcher I/II/III which shall be based on date of hire.
- c. **Work schedules for Life Skills Instructors shall be established to accommodate the variable school schedules to which they are assigned.**

**2. INVESTIGATIONS**

When a police civilian employee is under investigation and subjected to interrogation by the department, which could lead to disciplinary action as defined below, the interrogation shall be conducted under conditions listed \* \* \* hereunder.

- a. Internal Investigations. Disciplinary action is defined as any action which may lead to dismissal, demotion, suspension, fine in-lieu of suspension, reduction in salary, written reprimand or transfer for the purposes of punishment. An oral reprimand is not within the meaning of disciplinary action.
  - (1) Reasonable Hour. The interrogation shall be conducted at a reasonable hour, preferably at a time when the police civilian



employee is on duty, unless the seriousness of the investigation requires otherwise.

- (2) Off-duty Compensation. The employee shall be compensated if the interrogation occurs off duty.
- (3) Names of Interrogators. The police civilian employee under investigation shall be informed prior to such interrogation of the rank, name and command of the officer in charge of the interrogation and all others who will be present at the interrogation.
- (4) Nature of Interrogation. The police civilian employee under investigation shall be informed of the nature of the investigation prior to any interrogation.
- (5) Reasonable Period. The interrogation session shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated.
- (6) Personal Necessities. The person under interrogation shall be allowed to attend to his own personal, physical necessities.
- (7) Absence of Threats, Promises of Reward and Publicity. The police civilian employee under interrogation shall not be subjected to offensive language or threatened with disciplinary action. However, a police civilian employee shall be informed that failure to answer questions directly related to the investigation or interrogation may result in disciplinary action. No promise of reward shall be made as an inducement to answering questions. The employer shall not cause the police civilian employee under interrogation to be subjected to visits by the press or news media without \* \* \* **the employee's** express consent, nor shall \* \* \* **the employee's** home address or photographs be given to the press or news media without \* \* \* **the employee's** express consent.
- (8) Record of Interrogation. The interrogation may be recorded, and if it is, the police civilian employee shall have access to the tape if any further proceedings are contemplated or prior to any further interrogation at a subsequent time.

- (9) Own Recording. The police civilian employee being interrogated shall have the right to bring \* \* \* a recording device and record any and all aspects of the interrogation.
- (10) Notes of Stenographer. The police civilian employee shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the investigating agency to be confidential. No notes or reports which are deemed to be confidential may be entered in the police civilian employee's personnel file.
- (11) Exclusions. Excluded from the above are discussions with police civilian employees in the normal course of duty, counseling, instruction, informal, verbal admonishment, routine or unplanned contact with a supervisor. This **Subsection** shall not apply to an investigation concerned solely and directly with alleged criminal activity.

- b. Rights of Representation Upon Request. Whenever an interrogation focuses on matters which are likely to result in disciplinary action against any police civilian employee, that employee, at \* \* \* **the employee's** request, shall have the right to be represented by a representative of \* \* \* **the employee's** choice who may be present at all times during such interrogation. The representative shall not be a person subject to the same investigation.

This **Subsection** shall not apply to any discussions with a police civilian employee in the normal course of duty, counseling, instruction, informal verbal admonishment, or other routine or unplanned contact with a supervisor or any other police civilian employee. This **Subsection** shall not apply to an investigation concerned solely and directly with alleged criminal activities.

- c. Right of Privacy. No police civilian employee shall be required or requested for purposes of job assignment or other personnel action to disclose any item of \* \* \* **the employee's** property income, assets, source of income, debts or personal or domestic expenditures (including those of any member of \* \* \* **the employee's** family or household) unless such information is obtained or required under state law or proper legal procedure.

- d. Right of Privacy Extended to Storage Space. No police civilian employee shall have \* \* \* **the employee's** locker or other space for storage that may be assigned to \* \* \* **the employee**, searched except in \* \* \* **the employee's** presence, or with \* \* \* **the employee's** consent, or unless a valid search warrant has been obtained or where \* \* \* **the employee** has been notified that a search will be conducted. This Section shall apply only to lockers or other space for storage that is owned or leased by the employing agency.
- e. Language shall be included on oral reprimands which states that when signing, an employee makes no admission of guilt regarding the statements included in the reprimand. Oral reprimands will be retained only in the Police Department's divisional files. Employees are entitled to a copy of any oral reprimand they receive.
- f. Article **VI**, Section **FF**. applies only to members of this Unit who are assigned to the Police Department \* \* \* **and** shall take precedent over any other conflicting section of this MOU.

### 3. COURT APPEARANCES

Notwithstanding the provisions of FMC Section 2-1514, the following rules shall apply to court appearances.

Court Appearances Notwithstanding the provisions of FMC Section 2-1514, the following rules shall apply to court appearances.

- a. If an employee receives a departmental notice or subpoena requiring a court appearance on the employee's regularly scheduled day off, or on vacation, or on a day off on compensatory time-off which has been approved prior to notice and/or the employee's receipt of a departmental notice or subpoena, the employee shall have the option of:
  - i. standing by at home, when legally permitted, or,
  - ii. appearing at the Court Liaison Office, with a minimum of three (3) hours pay at one and one half (1 ½) times the rate of pay. During this three (3) hour period, if the employee is not required to appear in court, he/she may, at the option of the Department, be required to perform duties as assigned at Headquarters. The employee shall be released from duty when

the subpoena or notice is cancelled or the Court releases the employee.

- b. If an employee receives a departmental notice or subpoena requiring a court appearance on a regular day of work which falls outside of assigned work hours, the employee shall have the option of:
  - i. standing by at home, when legally permitted, or
  - ii. appearing at the Court Liaison Office, with a minimum of two (2) hours pay, at one and one half (1 ½) times the rate of pay. During this two (2) hour period, if the employee is not required to appear in court, he/she may, at the option of the Department, be required to perform duties as assigned at Headquarters, or
  - iii. if the court appearance starts within one-half (½) hour immediately following a shift, the employee shall receive a one (1) hour minimum. If the court appearance falls during the shift and continues beyond the end of the shift, the employee shall be paid at the applicable hourly rate for the actual time spent in court.
  - iv. **Premium pay for court appearance standby duty as described above, shall be thirty-six dollars (\$36) per day. Time spent on court appearance standby duty (i.e., at home) shall not be considered hours worked, and premium pay for court appearance standby duty shall not be included in the calculation of an employee's base rate of pay under the Fair Labor Standards Act.**
- c. The provisions of Paragraph 10 shall apply to employees who are required to appear in any judicial or administrative proceeding as a witness pursuant to subpoena, court order, or request of the District Attorney. This provision shall apply to all judicial proceedings (civil, criminal, or administrative) and Civil Service proceedings in which an employee's presence is ordered, directed, or requested because of his/her employment.

- d. Where an employee's appearance extends beyond the applicable two (2) or three (3) hour minimum, the employee shall be paid for the actual time of the appearance.
- e. The City and the Association agree to meet, as necessary, to discuss concerns involving the Court Liaison Program.

4. **FAMILY EVENTS**

Upon full ratification and approval of this Agreement, employees may request paid time off (vacation, CTO, or holiday time) for the purpose of attending special family events, such as weddings, birthdays, graduations, etc., and such request shall only be denied in an emergency. An emergency is defined as circumstances beyond the control of the City and not having been known in advance of the circumstance creating the emergency. An employee may be granted up to two (2) family events per year. Approval will be limited to one (1) employee per shift for Dispatch, one (1) employee per shift for Identification Bureau, two (2) employees per shift for CSO's assigned to patrol, and one (1) employee per shift for CSO's assigned to the Call Diversion Unit.

5. **EMERGENCY SERVICES DISPATCHERS**

- a. The probationary period for employees in the Emergency Services Dispatcher I class assigned to the Police Communications Bureau shall be up to eighteen (18) months, at the discretion of management.
- b. Emergency Services Dispatchers who are placed on sick leave verification will not be acceptable as a replacement for purposes of available overtime, with the exception of orderback.

6. **POLICE RESOURCE OPTIMIZATION SYSTEM (PROS)**

The Department may utilize the Police Resource Optimization System (PROS) to determine the number and scheduling of shifts, the number and configuration of policing areas, the number of \* \* \* employees assigned to each shift, and the day off configuration and/or rotation of days off.

7. **CRITICAL INCIDENTS**

Upon ratification and approval of this Agreement, the City's Police Department agrees to include Association in any employee committees or labor management discussions related to developing policies, procedures and subsequent implementation for critical incidents for Emergency Services Dispatchers and Police Identification Technicians.

8. **RECORDS CLERKS INCENTIVE**

Employees in the class of Administrative Clerk I/II/Senior assigned to the Police Department Records Bureau, who are subject to working rotating schedules, must serve in that assignment for a minimum of thirty-six (36) months from the date assigned to the Records Bureau before being permitted to transfer out of the Police Department Records Bureau, unless there is mutual agreement between the employee and the Records Bureau Manager to waive the minimum thirty-six (36) month assignment requirement.

As an assignment incentive, \* \* \* Administrative Clerk I/II/Senior employees assigned to the Police Department Records Bureau, who are subject to working rotating schedules, will receive an assignment incentive bonus of six hundred dollars (\$600) on the first pay period following the first anniversary date of said assignment, nine hundred dollars (\$900) on the first pay period following the second anniversary date of said assignment, and twelve hundred dollars (\$1,200) on the first pay period following the third and any subsequent anniversary dates of said assignment.

9. **ESD TRAINING DIFFERENTIAL**

Effective the first pay period of FY05, employees occupying the Emergency Services Dispatcher II class and assigned to train newly hired Emergency Services Dispatcher I's in the Police Department Communications Bureau shall receive a 5% salary differential for all hours assigned to train.

Prior to receiving such an assignment, the ESD II must first successfully complete the ESD III testing process and remain assigned to their current shift. The employee shall maintain the status of an ESD II for all purposes, including bidding for positions and maintaining the employee's seniority level.

[§ deleted]

**DD. MOVEMENT BETWEEN STEPS & EMPLOYEE PERFORMANCE EVALUATIONS**

1. \*\*\* Each City department shall conduct, at a minimum, annual employee performance evaluations on a department-wide basis for all non-probationary employees which shall be the basis for movement to the next highest step for the class, up to level "E". The standard for movement to the next higher step shall be that the employee has consistently met the performance requirements of the position during the preceding rating period.
2. Supervisors shall complete quarterly evaluations on probationary employees. Two (2) evaluations shall be conducted during the first six (6) months and two (2) during the second six (6) months.
3. An employee who disagrees with the content of a performance evaluation which does not result in the denial of a step advancement may within fifteen (15) calendar days from the date of receipt of the performance evaluation:
  - a. Write a rebuttal statement for attachment to the performance evaluation form; and/or
  - b. Request further review with the supervisor of the reviewer, but in no case higher than the department head.
4. In the event a performance evaluation results in an employee being denied advancement to the next higher step, the employee may appeal the decision to a review committee by filing a written request with the department director within seven (7) calendar days from the date of receipt of the performance evaluation.
5. The department director shall convene a review committee within fifteen (15) calendar days following the receipt of the written appeal. The review committee shall be comprised of a representative selected by the employee, a representative selected by the department director, and a third member mutually agreed to by the first two. In the event an agreement cannot be reached concerning the third member of the committee, the Labor Relations Manager and the FCEA Business Agent shall select one by mutual agreement.
6. The employee shall present the reasons for the appeal on his/her own behalf, and the person who conducted the evaluation shall present the

basis for the denial of the step advancement. In order to expedite the process, only oral and documentary information shall be presented. The deliberations of the committee shall be confidential and no other individuals shall be present. The committee's findings shall be issued at the conclusion of the hearing and shall be final and binding. In the event the committee rules in favor of the employee, the step advancement shall be implemented retroactive to the date the increase would have occurred.

7. An employee not receiving a step increase shall have an additional performance evaluation within six months. At the sole discretion of the department director, the step increase may be granted as a result of the six-month evaluation if the director determines that the employee has corrected the performance deficiencies which were the basis for not receiving the step increase. The six-month evaluation is not appealable.
8. It is understood and agreed by the parties that if a performance evaluation is not presented to the employee within fifteen (15) calendar days following the date the step increase is to become effective, the employee will be considered to have met the performance requirements of the position during the preceding rating period.
9. Evaluations for non-probationary employees are not to take the place of disciplinary/corrective actions as outlined in \* \* \* **AO 2-14.**
10. Employee performance evaluations are not subject to the grievance procedure.

#### **EE. FLEXIBLE STAFFING**

Flexible staffing will be in accordance with \* \* \* **AO 2-10, Flexible Staffing, and 2-11 Probationary Period for Flexibly Staffed Positions-Non-Supervisory White Collar Unit.** Any contemplated addition or deletion of a flexibly staffed class shall be discussed with the Association, in a timely manner and prior to such action by the Director of \* \* \* **the Personnel Department.**

#### **FF. TEMPORARY MODIFICATION OF WORK HOURS**

\* \* \* **With seventy-two (72) hour notice to \* \* \* affected employees, departments/divisions may temporarily modify \* \* \* an employee's \* \* \* regular schedule to address \* \* \***  
**backlog/workload concerns.** This temporary modification shall not exceed one (1) month, unless mutually agreed to by the parties.



[§ deleted]

## **GG. PREMIUM PAY**

### Certificate Pay

1. Permanent employees in the class of Planner II, who possess and maintain a valid State of California registration/license as a Civil Engineer, Structural Engineer, Electrical Engineer, Traffic Engineer, or Architect, shall be paid an additional five (5) percent of his or her base rate of pay.
2. Permanent employees in the classes of Accountant-Auditor I/II, who possess and maintain a valid State of California license as a Certified Public Accountant, shall be paid an additional five (5) percent of his or her base rate of pay.

### Temporary Assignment Pay

1. Permanent employees in the class of Engineering Inspector II, whose assigned duties, related solely to a specific project, are of more than normal complexity or scope, may be paid at the comparable associate consultant I step level.
2. Permanent employees in the class of Senior Administrative Clerk assigned to the Police Department Records Bureau midnight shift may be assigned, at management's sole discretion, Records Supervisor functions (e.g., shift briefing and work assignment coordination) when the Records Supervisor is on his or her scheduled days off, and there is no other supervisor assigned to the midnight shift. A Senior Administrative Clerk shall be paid three and one-half per-cent (3.5%) above \* \* \* **the employee's** base rate of pay for the time while so assigned. Said temporary assignment pay shall not exceed records Supervisor "E" step. This provision shall expire upon written notification by Police Department Records Bureau to the Labor Relations Division that modifications to staffing or scheduling permit two Records Supervisor positions to be assigned to each shift.
3. Permanent employees in the classes of Community Services Officer II (CSO) and Property and Evidence Technician (PET) assigned training functions and responsibilities shall be paid an additional five (5) percent of \* \* \* **the employee's** base rate of pay for the actual time spent training. Actual hours worked as a trainer in excess of eight (8) hours in a day, or forty (40)

hours in a workweek, shall be paid at one and one-half (1 ½) times the CSO/PET training assignment rate of pay. CSO's and PET's may not elect to accrue \* \* \* **CTO** in lieu of cash payment for actual hours worked as a trainer in excess of eight (8) hours in a day, or forty (40) hours in a workweek. Receipt of this pay for functioning as a trainer is a temporary assignment, not a promotion. Training assignments, as well as the extension or expiration of such an assignment, are determined solely by the department.

#### **HH. CLASS REVIEWS**

\* \* \* If it is determined that a need exists for the establishment of any new classes, the City shall meet and confer with the Association on salary when the review is completed, but prior to any Council action.

#### **II. SIDE LETTER REVIEW**

All side letters attached hereon shall remain in effect during the term of the agreement. During the term of this agreement and prior to its expiration, the City and Association shall form a committee for the purpose of reviewing all existing side letters and jointly recommend to the successor negotiating teams either deletion or inclusion into the successor MOU.

## ARTICLE VII

### HEADINGS/REFERENCES/CITATIONS

#### A. HEADINGS

MOU article, provision, and paragraph headings (includes exhibits, addendums, attachments, agreements and side letters) contained herein are solely for the purpose of convenience, and shall not affect the construction or interpretation of any of the language of this MOU.

#### B. REFERENCES/CITATIONS

References/citations in this MOU (including exhibits, addendums, attachments, agreements, and side letters) to any existing federal, state, or city ordinances, rules, regulations, policies, AO, Salary Resolution sections and subsections thereof, and side letters in no way incorporates said references/citations into this MOU unless so noted.

## ARTICLE VIII

### **\*\*\* SAVING CLAUSE/FULL UNDERSTANDING**

#### **A. SAVING CLAUSE**

In the event any article, section, or portion of this MOU should be held invalid and unenforceable in any court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specifically specified in the court's decision, and upon issuance of such a decision, the City and the Association agree to immediately meet and confer upon a substitute for the invalidated article, section, or portion thereof.

#### **B. FULL UNDERSTANDING**

It is intended that this MOU sets forth the full and entire understanding of the parties, and any previous understanding or agreements by the parties regarding any such matters are hereby superseded and terminated in their entirety. With respect to side letter agreements, any not attached to this MOU are hereby terminated in their entirety. Side letter agreements attached to this MOU shall continue in force subject to the terms contained therein, or in the absence of specified terms the side letter agreements shall terminate upon the expiration of this MOU. Any side letter agreements entered into during the term of the MOU shall **be attached to this MOU and** continue in force subject to the terms and conditions set forth in each side letter. Further, neither party shall be bound by any promise or assurance that is not explicitly covered in this MOU, or in a side letter agreement signed by both parties. This paragraph is not intended to prevent either party from relying on discussions which occurred during the meet and confer process for the purpose of clarifying the meaning of this MOU.

## ARTICLE IX

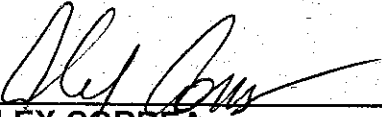
### TERMINATION

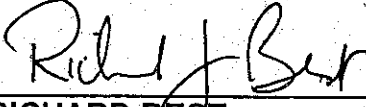
**This MOU shall be in full force and effect from July 1, 2003, through June 30, 2005, subject to the Sections (A., B. and C.) below.**

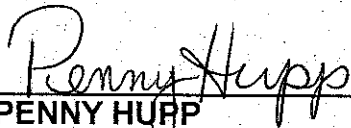
- A. This \* \* \* **MOU** shall become effective only after ratification by the members of \* \* \* **the Association**, followed by City Council approval and the expiration of the waiting period for the Mayor's action provided in Charter sections 605 and 609, and shall remain in full force and effect through June 30, **2005** \* \* \*.
- B. During the life of this \* \* \* **MOU**, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation not addressed in this \* \* \* **MOU**, \* \* \* **the party requesting such modification** shall request in writing to meet and confer on the item, which item shall be specified in writing.
- C. During the life of this \* \* \* **MOU**, either party may refuse such request without explanation if the item is directly related to or is an item directly considered herein, or if the item was included in a written proposal of either party during the meet and confer process which led to this \* \* \* **MOU**. It is agreed by the parties that the City may request to meet and confer on amendments to this Article during the life of this \* \* \* **MOU**. Further, the parties agree that, if no agreement is reached on amendments to this Article, neither party may take action on such amendment(s) without the consent of the other party. **It is further agreed; however, that this Article shall not prohibit the parties from requesting to meet and confer on changes to federal or state statutes, or City AO, policies and procedures referred to or cited in this MOU, and which affects the implementation of this MOU, in which case the request to meet and confer shall not be refused.**


IN WITNESS WHEREOF, the parties hereto have set their hands this 16 day of AUGUST, 2004.

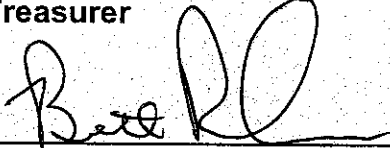
**FOR THE FRESNO CITY EMPLOYEES  
ASSOCIATION**

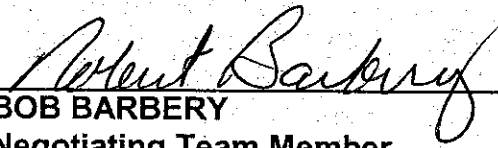
  
\_\_\_\_\_  
**ALEX CORREA**  
Business Agent

  
\_\_\_\_\_  
**RICHARD BEST**  
President


  
\_\_\_\_\_  
**PENNY HUPP**  
Vice President

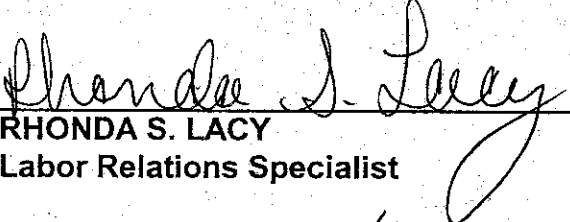
  
\_\_\_\_\_  
**DEBRA TURNER**  
Treasurer

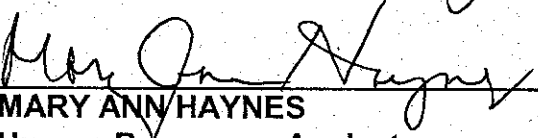
  
\_\_\_\_\_  
**BRETT RAWLINGS**  
Parliamentarian

  
\_\_\_\_\_  
**BOB BARBERY**  
Negotiating Team Member

**FOR THE CITY OF FRESNO**

  
\_\_\_\_\_  
**KATHY ECKERSON**  
Labor Relations Manager

  
\_\_\_\_\_  
**RHONDA S. LACY**  
Labor Relations Specialist

  
\_\_\_\_\_  
**MARY ANN HAYNES**  
Human Resources Analyst

**APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE**

  
\_\_\_\_\_  
BY  
Deputy City Attorney

Page two

FOR THE CITY'S BARGAINING GROUPS:

Larry Bertao  
Larry Bertao (FPOA/Basic)

Clay Durbin  
Clay Durbin (CFPEA)

Roger Enmark  
Roger Enmark (FPOA/Management)

John Pollis  
John Pollis (FAPOFA)

Burleigh Maples  
Burleigh Maples (IBEW)

Clay Rider  
Clay Rider (IAFF/Mgmt)

Lloyd Ramirez  
Lloyd Ramirez (Local 39)

Al Rush  
Al Rush (IAFF/Basic)

Rick Steitz  
Rick Steitz (ATU)

Gene Zimmerman  
Gene Zimmerman (FCRA)

MARCH 27, 1994  
Date

SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF FRESNO AND  
FRESNO POLICE OFFICERS ASSOCIATION (FPOA/BASIC)  
FRESNO POLICE OFFICERS ASSOCIATION (FPOA/MANAGEMENT)  
CITY OF FRESNO PROFESSIONAL EMPLOYEES ASSOCIATION (CPPEA)  
FRESNO AIRPORT PEACE OFFICERS/FIREFIGHTERS ASSOCIATION (FAPOFA)  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 100 (IBEW)  
I.U.O.E. STATIONARY ENGINEERS LOCAL 39 (Local 39)  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 753 (IAFF/BASIC)  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 753 (MANAGEMENT)  
AMALGAMATED TRANSIT UNION, LOCAL 1027 (ATU)  
FRESNO CITY EMPLOYEES ASSOCIATION (FCEA)

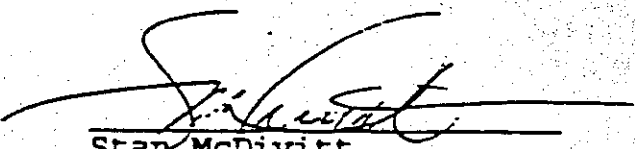
The City of Fresno and the bargaining units listed above have met in good faith and have agreed to the following:

1. That the Retirement Board may place for City Council action the attached Resolutions and proposed Ordinances concerning Internal Revenue Code Section 401(a)(17) in order to protect the tax exempt status of the systems and grandfather the current members to be exempt from the \$150,000 compensation limit which becomes effective on July 1, 1996.

2. That the City's Controller may place for City Council action an amendment to the Fresno City Employees Health and Welfare Trust Agreement which would permit the Board of Trustees to have full discretion to invest that portion of the Trust's funds not required for current expenditures and charges, and to retain the services of an Investment Manager.

FOR THE CITY OF FRESNO:

  
\_\_\_\_\_  
Jorge C. Aguiliga  
Labor Relations Manager

  
\_\_\_\_\_  
Stan McDivitt  
Assistant Treasurer

  
\_\_\_\_\_  
Andy T. Souza  
Controller



4. Employees wishing to change their workweek schedule will be required to give a two (2) week advance written notice to management. However, the frequency of such changes may be limited by the department head/designee, if in his or her judgement, such limitation is in the best interest of the department. The decision made by the department head/designee shall not be appealable or grievable.
5. This side letter shall become effective the first pay period following the date signed by the parties. The duration of the established flexible/alternative workweek shall be for an initial trial period of three (3) months. At the end of the trial period, the department may discontinue this side letter at any time if it is determined by the department that it detrimentally impacts department operations and services. Thirty (30) days advance notice shall be given in writing to affected employees and the Labor Relations Division. The decision to discontinue this side letter is not appealable or grievable.
  - a. If the department discontinues this side letter, the department shall revert to the standard 5/8 workweek schedule and workweek assignments that were in existence prior to the establishment of the 4/10 workweek.
6. Except as detailed herein, applicable FCEA MOU provisions, Salary Resolution, Fresno Municipal Code, and Administrative Manual sections concerning 4/10 workweek limitations on overtime, holidays, leave accruals, sick leave usage, and shift differential shall govern. This side letter supersedes and expires the Side Letter of Agreement dated August 16, 1994.

**FOR THE FRESNO CITY  
EMPLOYEES ASSOCIATION**

  
\_\_\_\_\_  
GENE ZIMMERMAN  
Business Agent

**FOR THE CITY OF  
FRESNO**

  
\_\_\_\_\_  
JORGE C. AGUINIGA  
Labor Relations Manager

DATE 8/28/97

ATTACHMENT IV  
SIDE LETTER OF AGREEMENT  
BETWEEN  
THE CITY OF FRESNO  
AND THE  
FRESNO CITY EMPLOYEES ASSOCIATION  
NON-SUPERVISORY WHITE COLLAR UNIT 3

*4/10 Workweek  
Fresno Fire Department*

The City of Fresno and the Fresno City Employees Association (FCEA) have met and conferred in good faith, and have agreed to establish a 4/10 workweek for employees assigned to the Fresno Fire Department.

1. A 5/8 workweek will be the standard workweek for the Fresno Fire Department. The department head/designee shall be solely responsible for determining and designating divisions/units/sections within the department that may implement a 4/10 variation to the standard workweek.
2. Employees may request to work a 5/8 or 4/10 workweek, or a combination thereof. Absent sufficient requests, management may assign employees to a 5/8 or 4/10 workweek, or combination thereof, based on operational and service needs.
  - a. It is expressly understood that work schedules are established by the department/individual divisions based upon the service needs of the public/other city departments.
  - b. For employees working a 4/10 workweek, except for emergencies, it is expressly understood that all medical and dental appointments shall be scheduled on off duty time.
3. The hours for employees working a 5/8 workweek shall consist of five (5) eight (8) hours days with two consecutive days off. The hours for employees working a 4/10 workweek shall consist of four (4) ten (10) hour days with three (3) days off, two (2) of which shall be consecutive. Scheduling of days off shall be determined by management.
  - a. It is expressly understood that shift assignments and staffing levels are determined by management, and are subject to change based on varying workload, the addition of authorized staffing, and operational and service needs. Such decisions shall not be appealable or grievable.

ATTACHMENT III

AN AGREEMENT BETWEEN THE CITY OF FRESNO AND THE FRESNO CITY  
EMPLOYEES ASSOCIATION REGARDING PARKING CONTROL

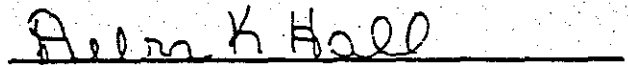
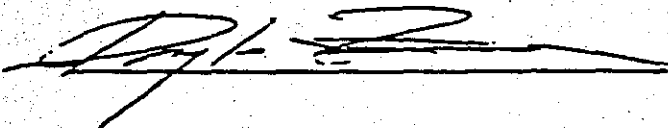
The City of Fresno and the Fresno City Employees Association have met and conferred in good faith and have agreed to the following regarding Parking Control:

1. The City is contracting with Pansini Corporation to perform the parking control function in downtown Fresno. The City will continue to perform the parking control function in other parts of the City.

2. The contracting of this function will not affect the seven (7) positions represented by the Fresno City Employees Association. These positions, (1) Parking Controller III and (6) Parking Controller II's will continue in the Position Allocation Resolution. The City may reduce the number of positions through attrition and/or layoff for reasons as identified in FMC section 2-1671.

FOR THE CITY OF FRESNO

FOR THE FRESNO CITY  
EMPLOYEES ASSOCIATION



4/21/93  
DATE

4-21-93  
DATE

AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY AND  
THE FRESNO CITY EMPLOYEES ASSOCIATION REGARDING THE  
TAXABILITY OF MEDICAL/DENTAL PLAN CONTRIBUTIONS

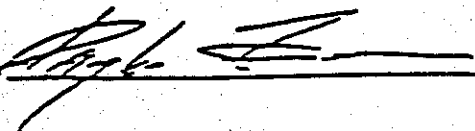
The City and the Fresno City Employees Association having met and conferred in good faith regarding an IRS Section 125 Premium Conversion Plan hereby agree as follows:

1. The City and the Fresno City Employees Association agree that the provisions of the attached Plan proposed for City Council adoption shall be reported as employer-paid contributions and shall be made in lieu of a like amount of salary otherwise payable to such members, so that the members' total compensation shall in no way be affected by the application of this Plan, and shall not constitute a decrease in salary, as salaries are set by Memorandum of Understanding, Council resolution, or City Charter. As a result of the benefit received by each employee in this unit, the Fresno City Employees Association waives the right, if any, to grieve this action or pursue it in a court of competent jurisdiction.
2. Salary or wage rates listed in the Salary Resolution shall not reflect a decrease as a result of this action. The parties hereby declare that the sole purpose of this agreement is to allow employees to elect to pay health and welfare premium payments with pre-tax dollars as opposed to after tax dollars. It is the intent of the parties that the implementation of this Plan is not to have an adverse effect on retirement contributions or calculations.
3. The City and the Fresno City Employees Association agree that nothing herein shall constitute a waiver of the parties' rights to meet and confer under Government Code Section 3500 et seq as to any future agreements.
4. The City and the Fresno City Employees Association agree that this provision will be in full force and effect on and after that date at which the City Council adopts the attached Plan. The parties reserve the right to cancel this agreement with a written notice served at least thirty (30) days prior to the end of the Plan Year as defined in the Plan document.

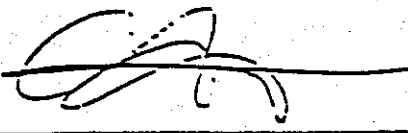
Dated this 30 day of April, 1992.

FOR THE CITY:

FOR THE FRESNO CITY EMPLOYEES  
ASSOCIATION:



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Non-Supervisory White Collar Unit 3  
Salaries - Effective July 1, 1999

CLASS TITLE	A	B	C	D	E
Senior Secretary	2399	2519	2645	2778	2917
Senior Storeskeeper	2492	2617	2748	2886	3031
Senior Water Systems Telemetry & Distributed Control Specialist	3769	3958	4156	4364	4583
Solid Waste Bin Inspector	2386	2491	2600	2723	2840
Staff Assistant	2352	2470	2595	2721	2856
Storeskeeper	2260	2373	2492	2617	2748
Survey Party Technician	2772	2914	3060	3210	3371
Telecommunications Systems Specialist	3221	3383	3553	3731	3918
Tree Program Specialist	3028	3180	3339	3506	3682
Utility Service Representative I	2079	2183	2293	2408	2529
Utility Service Representative II	2293	2408	2529	2656	2789
Utility Service Representative III	2529	2656	2789	2929	3076
Veterinary Technician	2283	2398	2518	2644	2777
Wastewater Reclamation Coordinator	3180	3340	3507	3683	3868
Water Conservation Representative	2057	2149	2244	2361	2470
Water Systems Telemetry & Distributed Control Specialist	3418	3589	3769	3958	4156
Water Systems Telemetry & Distributed Control Technician	3100	3255	3418	3589	3769

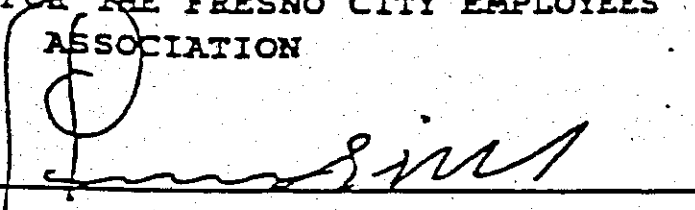
ATTACHMENT I

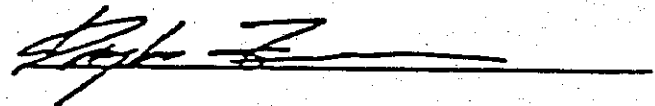
SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF FRESNO AND  
THE FRESNO CITY EMPLOYEES ASSOCIATION REGARDING PARKING RATES

The parties, having met and conferred in good faith have agreed that effective August 1, 1991, the parking rates for employees in the downtown area will increase to fifteen dollars (\$15.00) per month for general parking and twenty dollars (\$20.00) per month for an Official Vehicle Permit, to be defined in the revised A.M. Section 9-6.

FOR THE FRESNO CITY EMPLOYEES  
ASSOCIATION

FOR THE CITY OF FRESNO

  
\_\_\_\_\_

  
\_\_\_\_\_

DATE 7/17/91

SIDE LETTER OF AGREEMENT  
BETWEEN  
THE CITY OF FRESNO  
AND THE  
FRESNO CITY EMPLOYEES ASSOCIATION  
NON-SUPERVISORY WHITE COLLAR UNIT 3

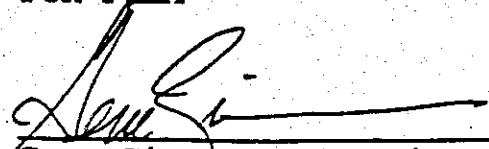
Flexible Workweek - Department  
of Housing and Neighborhood Revitalization,  
Code Enforcement Division

The City of Fresno and the Fresno City Employees Association (FCEA) have met and conferred in good faith, and agree to establish a flexible workweek for employees in the Department of Housing and Neighborhood Revitalization, Code Enforcement Division, pursuant to the provisions of Article VI, Section X, of the current MOU.

1. A 5/8 workweek will be the standard workweek in the Code Enforcement Division.
2. Employees may request to work a 5/8 or 4/10 workweek. Absent sufficient requests, the department head or designee may assign employees to a 5/8 or 4/10 workweek based on operational needs.
3. The hours for employees working a 5/8 workweek shall consist of five (5) consecutive eight (8) hour days with two (2) consecutive days off. The hours for employees working a 4/10 workweek shall consist of four (4) consecutive ten (10) hour days with three (3) consecutive days off. Scheduling of flexible days off shall be determined by the department head or designee.
4. Employees wishing to change their workweek schedule will be required to give a two (2) week advance written notice to the division manager and/or designee. However, the frequency of such changes may be limited by the department head or designee if, in his/her judgement, such limitation is in the best interest of the department. The decision made by the department head or designee shall not be grievable or appealable.
5. This side letter shall become effective the first pay period following the date signed by the parties. The duration of the flexible workweek option shall be for an initial trial period of three (3) months. At the end of the trial period, the department head or designee may discontinue the flexible workweek options at any time if it is determined by the department head or designee that they detrimentally impact department operations and services. Thirty (30) days advance notice shall be given in writing to affected employees and the Labor Relations Division. The decision to discontinue the 5/8 or 4/10 workweek options is not appealable or grievable.

6. Applicable FCRA MOU provisions, and Fresno Municipal Code sections concerning flexible workweek limitations on overtime, holidays, leave accrual, sick leave usage, and shift differential shall govern.
7. City Hall energy system hours shall not be changed to correspond with the flexible workweek options detailed herein.

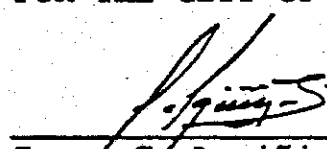
FOR FCEA

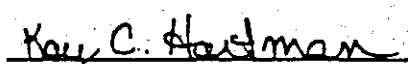
  
Gene Zimmerman, Business Agent

  
Kari Alverson, President

Aug. 9, 1996  
DATE

FOR THE CITY OF FRESNO

  
Jorge C. Aguiñiga,  
Labor Relations Manager

  
Kay C. Hartman, Senior  
Human Resources Analyst

July 22, 1996  
DATE



SIDE LETTER OF AGREEMENT  
BETWEEN  
THE CITY OF FRESNO  
AND THE  
FRESNO CITY EMPLOYEES ASSOCIATION  
NON-SUPERVISORY WHITE COLLAR UNIT 3

*Flexible/Alternative Workweek  
Fresno Police Department, Prosecution Liaison Unit  
(Senior Community Services Officer)*

The City of Fresno and the Fresno City Employees Association (FCEA) have met and conferred in good faith, and agree to establish a flexible/alternative workweek for employees in the class of Senior Community Services Officer (SCSO) assigned to the Fresno Police Department, Prosecution Liaison Unit, pursuant to the Fresno City Charter side letter of agreement, dated November 29, 1995, and Article VI, Section X, of the current FCEA MOU.

1. A 5/8 workweek will be the standard workweek in the Prosecution Liaison Unit.
2. SCSO's may request to work a 4/10 workweek. Absent sufficient requests, the department head or designee may assign SCSO's to a 4/10 workweek based on operational needs.
3. The flexible/alternative workweek shift schedule will be composed of two (2) shifts of four (4) consecutive ten (10) hour days, with three (3) days off, two (2) of which shall be consecutive. Scheduling of days off shall be determined by the department head or designee. The hours for each shift shall consist of four (4) ten (10) hour days, plus a thirty (30) minute unpaid meal period. The hours for each shift may be adjusted by management up or down by one-half hour based on operational and service delivery needs. Shift designations, shift hours, and initial shift staffing required are as follows:

<u>Shift</u>	<u>Hours</u>	<u>Staffing</u>
A Shift	0600 - 1630	2
B Shift	0700 - 1730	2

4. It is expressly understood that shift assignments and staffing levels are determined by management, and are subject to change based on varying workload, the addition of authorized staffing, and operational and service needs. Such decisions shall not be appealable or grievable.
5. It is expressly understood that this flexible/alternative workweek shall not result in the expenditure of more overtime than was expended during the period of January 1, 1996

FCEA Flexible/Alternative Workweek  
Side Letter of Agreement  
Page Two

to December 31, 1996. Should the cost of overtime exceed the amount expended during this time period, the department may discontinue the flexible/alternative workweek at any time, and revert to the previous 5/8 standard workweek. Thirty (30) days advance notice shall be given in writing to affected SCSO's and the Labor Relations Division. The decision to discontinue the flexible/alternative workweek is not appealable or grievable.

6. Except for emergencies, it is expressly understood that all medical and dental appointments will be scheduled on off duty time.
7. The flexible/alternative workweek detailed herein shall become effective April 7, 1997. The duration of the established flexible/alternative workweek shall be for an initial trial period of three (3) months. At the end of the trial period, the department may discontinue the flexible/alternative workweek at any time if it is determined by the department that it detrimentally impacts department operations and services. Thirty (30) days advance notice shall be given in writing to affected SCSO's and the Labor Relations Division. The decision to discontinue the flexible/alternative workweek is not appealable or grievable.
8. Except as detailed herein, applicable FCEA MOU provisions, Fresno Municipal Code, and Administrative Manual sections concerning flexible/alternative workweek limitations on overtime, holidays, leave accrual, sick leave usage, and shift differential shall govern.

FOR THE FRESNO  
EMPLOYEES ASSOCIATION

  
\_\_\_\_\_  
GENE ZIMMERMAN  
Business Representative

FOR THE CITY OF FRESNO

  
\_\_\_\_\_  
JORGE C. AGUINIGA  
Labor Relations Manager

DATE 3/21/97

RECEIVED  
FRESNO  
3/21/97

SIDE LETTER OF AGREEMENT  
BETWEEN  
THE CITY OF FRESNO  
AND THE  
FRESNO CITY EMPLOYEES ASSOCIATION  
NON-SUPERVISORY WHITE COLLAR UNIT 3

*4/10 Workweek  
Fresno Police Department, Field Operations Division  
(Community Services Officer Classes Assigned to Patrol)*

The City of Fresno and the Fresno City Employees Association (FCEA) have met and conferred in good faith, and have agreed to the following regarding a 4/10 \*\*\* workweek for employees in the classes of Community Services Officer I/II/Senior (CSO) assigned to Patrol.

1. A 5/8 workweek will be the standard workweek for the Field Operations Division.
2. The number of shifts and hours of shifts shall be based on the optimum deployment of personnel to handle calls for services as identified by department data, and pursuant to Fresno Municipal Code Section 2-1905. It is agreed that the department may, in the future, utilize 24-hour scheduling of Field Operations Division \*\*\* CSO's assigned to the field.
3. After shifts are determined, they may be flexed by department management up to a maximum of two (2) hours over or under the \*\*\* base hours. \*\*\* Base hours are:

Watch C I	0700 - 1700
Watch C II	1100 - 2100
Watch C III	1500 - 0100

It is agreed that shift base hours and number of shifts shall periodically be \*\*\* evaluated, and may be adjusted no more than \*\*\* twice annually based on calls for service load. The department agrees to include FCEA in the discussion, to allow input, suggestions, and participation in the drafting of base hours and/or shifts. It is agreed that in the event shifts and/or base hours are modified, a sign up will be held as provided in \*\*\* "4" below.

The department may change shift hours up to a maximum of four (4) times \*\*\* annually provided that all affected employees will receive at least two (2) weeks notice of any change. Adjustment may be made by area. The department will consider education schedules when flexing shifts on a semester basis.

4. \*\*\* CSO's assigned to the field will be allowed to sign up by seniority by class for

shift, area, and/or days off \*\*\* once annually in March, or prior to the beginning of the "summer" schedule. \*\*\* It is agreed that only one (1) Senior CSO will be allowed to sign up in each bureau to best provide lead direction and training for field CSO's.

5. Fair shift hours will be scheduled based on calls for service and/or other workload factors as determined by department management. Any CSO who wishes to be on unscheduled leave during \*\*\* his or her Fair duty obligation will be responsible for finding a suitable replacement to work on \*\*\* his or her scheduled days. Such shift trades with an off-duty CSO shall be in accordance with Section 7(p)(3) of the Fair Labor Standards Act (FLSA), discussed in 29 CFR553.31, and shall be excluded in the calculation of the hours for which the substitute would otherwise be entitled to overtime under the FLSA and FCEA MOU.
  - a. For the purposes of shift trades during the Fair only, the replacement CSO may also be an on-duty CSO, as long as \*\*\* the on-duty CSO \*\*\* is not also scheduled to work at the Fair at the same time, and provided that the on-duty replacement is not leaving his or her shift assignment vacant. CSO's wishing to provide a replacement for Fair assignments will notify the department of the substitution prior to the beginning of the Fair assignment. Exceptions to the shift trade requirement must be approved by the Chief of Police or his or her designee.
6. Notwithstanding paragraph 5 above, any CSO who wishes to be on unscheduled leave during his or her shift obligation will be responsible for finding a suitable off-duty replacement to work his or her scheduled shift. Such shift trades with an off-duty CSO shall be in accordance with Section 7(p)(3) of the FLSA, as discussed in 29 CFR553.31, and shall be excluded in the calculation of the hours for which the substitute would otherwise be entitled to overtime under the FLSA and FCEA MOU.
  - a. CSO's wishing to provide a shift trade replacement will notify the department of the substitution a minimum of four hours (4) prior to the beginning of his or her shift.
7. All CSO's \*\*\* who work a 4/10 schedule agree to forfeit the daily 30-minute unpaid meal break, and combine the two (2) fifteen minute paid rest breaks, as defined in \*\*\* the current MOU, for a 30-minute paid meal break. Any CSO who fails to schedule and take his or her meal break will not

- be paid overtime for missing said meal break.
8. \*\*\*CSO's assigned to training can be scheduled for such training during an eight-hour, five-day workweek, or on an 8-hour shift basis. The department will make every effort to not schedule any \*\*\* CSO to training which will conclude immediately prior to the \*\*\* CSO's four-day work period.
  9. FCEA agrees that occasionally department CSO's may be assigned to other police-related duties or functions for periods of time, which could require temporary modification of shift hours, as determined by department management and need. A 5/8 shift structure may be implemented on a temporary basis for specified need. Except in the event of an emergency, affected employees will receive two (2) weeks notice of the modification.
  10. \*\*\*Except for emergencies, it is expressly understood that all medical and dental appointments will be scheduled on off-duty time.
  11. The department may discontinue the 4/10 workweek at any time if it is determined by the department that it detrimentally impacts department operations and services. Thirty (30) days advance notice shall be given in writing to affected employees and the Labor Relations Division. The decision to discontinue the 4/10 workweek is not appealable or grievable.
    - a. If the department discontinues the 4/10 workweek herein, the department shall revert to the standard workweek schedule that was in existence prior to the establishment of the 4/10 workweek.
  12. Except as detailed herein, applicable FCEA MOU provisions, Fresno Municipal Code, and Administrative Manual sections concerning flexible/alternative workweek limitations on overtime, holidays, leave accrual, sick leave usage, and shift differential shall govern.

FOR THE FRESNO CITY  
EMPLOYEES ASSOCIATION

  
\_\_\_\_\_  
GENE ZIMMERMAN  
Business Agent

FOR THE CITY OF  
FRESNO

  
\_\_\_\_\_  
JORGE C. AGUINIGA  
Labor Relations Manager

DATE 8/28/97

SIDE LETTER OF AGREEMENT  
BETWEEN  
THE CITY OF FRESNO  
AND THE  
FRESNO CITY EMPLOYEES ASSOCIATION  
NON-SUPERVISORY WHITE COLLAR UNIT 3

*Flexible/Alternative Workweek*  
*Fresno Police Department, Communications Bureau*  
*(Emergency Services Dispatcher I/II/III)*

The City of Fresno and the Fresno City Employees Association (FCEA) have met and conferred in good faith, and agree to establish a flexible/alternative workweek for employees in the class of Emergency Services Dispatcher I/II/III (ESD) assigned to the Fresno Police Department, Emergency Communications Center, pursuant to the Fresno City Charter Side Letter of Agreement dated November 29, 1995, and Article VI, Section X, of the current FCEA MOU.

1. A 5/8 workweek will be the standard workweek in the Communications Center.
2. The flexible/alternative workweek shift schedule and staffing levels are based on minimum staffing needs, by classification, required to handle a varying workload at different hours of the day and different days of the week. To maintain staffing levels within existing resources, four (4) of the flexible/alternative workweek shifts will have some fixed days off, but the remainder will rotate forward each month by one day.
3. The flexible/alternative workweek shift schedule will be composed of five (5) shifts of four (4) consecutive ten (10) hour days each, and one (1) shift of five (5) consecutive eight (8) hour days.
4. Hours for the six (6) shifts, the initial staffing required, and the corresponding number of positions with fixed days off are as follows:

<u>Shift</u>	<u>Hours</u>	<u>Staffing</u>	<u>Positions w/fixed days off</u>
A Shift	2130-0800	11	4
B Shift	0330-1400	7	
C Shift	0730-1800	17	3
D Shift	1130-2200	4	4
E Shift	1330-2200	7	
F Shift	1730-0400	17	3

5. It is expressly understood that shift position assignments by classification and minimum staffing levels are determined by management, and are subject to change based on varying workload, the addition of authorized staffing, and operational and service needs.

- a. It is expressly understood that implementation of this side letter will necessitate revisions to the Communications Bureau policy on overtime. Such revisions may entail elimination of overtime sign-up, implementation of mandatory order back on an alphabetical rotation basis, and an increase of ordered overtime from four (4) hours up to six (6) hours.
6. Except for emergencies, it is expressly understood that all medical and dental appointments will be scheduled on off duty time.
7. The initial sign up for flexible/alternative workweek shifts shall be conducted during April 1997, prior to the sign up for scheduled vacations for the subsequent fiscal year.
  - a. Sign ups shall be by seniority, by classification (e.g., ESD III's will sign up first to ensure sufficient ESD III staffing on each shift). Seniority shall be determined by accumulated hours within the class. In addition:
    - (1) Up to two (2) ESD III's will be allowed to sign up for a fixed day off slot on each shift having fixed days off; provided, however, the ESD III's do not sign up for fixed day off slots that overlap. Remaining ESD III's on that shift must sign up on the rotating days off schedule. Additionally, on the rotating days off schedule an ESD III may not sign up for identical days off with another ESD III. This is necessary to ensure sufficient ESD III coverage for vacations, illnesses, etc.
    - (2) For shift sign up purposes, shifts A & B will be treated as one shift for assignment of days off. No two ESD III's may sign up for identical days off on either shift. This is necessary to provide sufficient ESD III's after 0400 hours.
  - b. Trainees will not sign up for a shift. Trainees will be assigned by the department to a shift with a trainer, and will continue to be rotated between shifts for training purposes until certified and released from training.
  - c. Employees will not be allowed to voluntarily demote in order to bid for a particular shift.
  - d. Employees will be allowed to bid for new shift positions by seniority within the classification of the position assignment.
8. The flexible/alternative workweek detailed herein shall be implemented effective July 1, 1997. The duration of the established flexible/alternative workweek shall be for an initial

trial period of three (3) months. At the end of the trial period, the department may discontinue \*\*\* this side letter at any time if it is determined by the department that it detrimentally impacts department operations and services. Thirty (30) days advance notice shall be given in writing to affected employees and the Labor Relations Division. The decision to discontinue \*\*\* this side letter is not appealable or grievable.

- a. If at the end of the trial period the department discontinues \*\*\* this side letter, the department shall revert to the standard workweek schedule and workweek assignments that were in existence prior to the establishment of this side letter.
9. Subject to Communications Bureau policy on substituted trade time, as may be amended from time to time, an ESD who wishes to be on unscheduled leave during his or her shift obligation will be responsible for finding a suitable off-duty replacement to work his or her scheduled shift. Such shift trades with an off-duty ESD shall be in accordance with Section 7(p)(3) of the FLSA, as discussed in 29 CFR 553.31, and shall be excluded in the calculation of the hours for which the substitute would otherwise be entitled to overtime under the FLSA and FCEA MOU. Once an ESD has agreed to substitute for another, and such substitution has been approved by the applicable supervisor, the substituting ESD shall be responsible for working the traded shift. Failure to work the shift shall result in disciplinary action, up to and including termination.
10. Except as detailed herein, applicable FCEA MOU provisions, Salary Resolution, Fresno Municipal Code, and Administrative Manual sections concerning flexible/alternative workweek limitations on overtime, holidays, leave accrual, sick leave usage, and shift differential shall govern. This side letter supersedes and expires the Side Letter of Agreement dated March 27, 1997.

FOR THE FRESNO CITY  
EMPLOYEES ASSOCIATION

  
\_\_\_\_\_  
GENE ZIMMERMAN  
Business Agent

DATE 8/28/97

FOR THE CITY OF  
FRESNO

  
\_\_\_\_\_  
JORGE C. AGUINIGA  
Labor Relations Manager



AGREEMENT BETWEEN THE  
CITY OF FRESNO  
AND  
THE FRESNO CITY EMPLOYEES ASSOCIATION  
NON-SUPERVISORY WHITE COLLAR UNIT 3

*PREMIUM PAY - STANDBY  
DEPARTMENT OF PUBLIC UTILITIES*

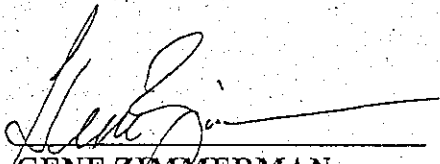
This agreement sets forth the full and entire understanding of the parties regarding premium pay for standby for the Department of Public Utilities. Any other previous understandings, side letters of agreement, MOU provisions, or agreements by the parties regarding premium pay for standby are hereby superseded and terminated in their entirety. This agreement is self-governing and independent of any current or expired agreements between the parties, and is governed by the terms and conditions contained herein. This agreement shall be effective on the first pay period following approval by the city legislative body as prescribed by the Fresno City Charter, and shall terminate on June 30, 2000.

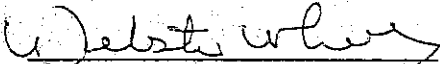
The parties agree to the following:


1. It is expressly understood that the department head or designee shall determine and designate divisions/units/sections within the department that may implement premium pay for standby assignments. Additionally, the department head or designee shall determine and designate specific job classes assigned to divisions/units/sections within the department that shall be eligible to receive premium pay for standby duty.
2. Permanent employees occupying job classes determined and designated eligible by the department head or designee may be assigned standby duty on a rotating basis at the discretion of management. An employee assigned standby duty will be required to carry a pager, and shall not consume alcohol or consume any substance which may impair the employee's ability to perform all required duties. Employees on standby duty are required to respond, and shall report to the work site within one (1) hour of being paged/contacted.
3. Premium pay for standby duty during workweek nights, from the end of the shift on the first day to the beginning of the shift on the following day, shall be sixteen dollars (\$16.00) for each workweek night. Premium pay for standby duty during an employee's regularly scheduled days off, from the end of the last shift of the week to the beginning of the first shift of the following week, shall be seventy-two dollars (\$72.00).
4. Time spent on standby duty shall not be considered hours worked, and premium pay for standby duty shall not be included in the calculation of an employee's base rate of pay under the Fair Labor Standards Act. In the event an employee on standby duty is required, and does report to the work site after leaving the assigned work site for the day,

he or she will be compensated as provided for in the FCEA MOU provision titled call back.

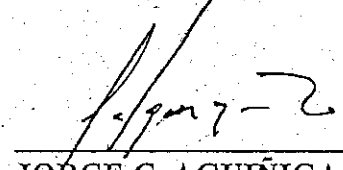
FOR THE FRESNO CITY  
EMPLOYEES ASSOCIATION:

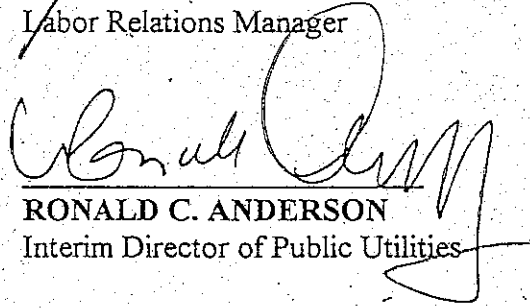
  
\_\_\_\_\_  
GENE ZIMMERMAN  
Business Representative

  
\_\_\_\_\_  
WEBSTER WHEELER  
President

  
\_\_\_\_\_  
ANTHONY FAGONE  
Vice President

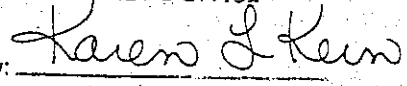
FOR THE CITY OF FRESNO:

  
\_\_\_\_\_  
JORGE C. AGUINIGA  
Labor Relations Manager

  
\_\_\_\_\_  
RONALD C. ANDERSON  
Interim Director of Public Utilities

APPROVED AS TO FORM

CITY ATTORNEY'S OFFICE

  
\_\_\_\_\_  
Karen L. Keen  
Assistant

DATE 8/14/98

AGREEMENT BETWEEN THE  
CITY OF FRESNO  
AND  
FRESNO CITY EMPLOYEES ASSOCIATION  
NON-SUPERVISORY WHITE COLLAR UNIT 3

*NIGHT SHIFT PREMIUM PAY*

This agreement sets forth the full and entire understanding of the parties regarding the application and compensation of night shift premium pay. Any other previous understandings, side letters of agreement, MOU night shift premium pay provisions, or agreements by the parties regarding the application and compensation of night shift premium pay are hereby superseded and terminated in their entirety. This agreement is self-governing and independent of any current or expired agreements between the parties, and is governed by the terms and conditions contained herein. This agreement shall be effective upon approval by the Council, and shall terminate on June 30, 2000.

The parties agree to the following modifications to current MOU provisions:

ARTICLE VI (D) - NIGHT SHIFT PREMIUM PAY

1. Each employee in this unit who is regularly assigned/scheduled to work a "night shift" between the hours of 5:00 p.m and 8:00 a.m. shall receive night shift premium pay in addition to \*\*\* his or her base rate of pay. \*\*\* If one-half ( $\frac{1}{2}$ ) or more \*\*\* of an employee's regularly scheduled shift hours fall between the hours of 5:00 p.m. and midnight, the night shift premium pay will be \$1.00 per hour for all actual hours worked that shift. \*\*\* If one-half ( $\frac{1}{2}$ ) or more \*\*\* of an employee's regularly scheduled shift hours fall between the hours of midnight and 8:00 a.m., the night shift premium pay will be \$1.50 per hour for all actual hours worked that shift. \*\*\*

ARTICLE VI (F) (10) - NIGHT SHIFT PREMIUM PAY:

- a. \*\*\* Permanent Intermittent and Permanent Part-Time employees shall receive night shift premium pay in accordance with MOU Article VI (D).

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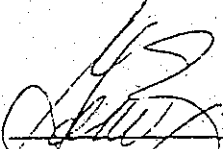
\*\*\*

ARTICLE VI (X) (2) (e) - NIGHT SHIFT PREMIUM PAY

- e. Night Shift Premium Pay. \*\*\* Employees working a 4/10 work schedule shall receive night shift premium pay in accordance with MOU Article VI (D).

FCEA Agreement  
Night Shift Premium Pay  
Page Two

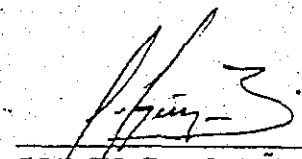
FOR THE FRESNO CITY  
EMPLOYEES ASSOCIATION:

  
\_\_\_\_\_  
GENE ZIMMERMAN  
Business Representative

  
\_\_\_\_\_  
WEBSTER WHEELER  
President

  
\_\_\_\_\_  
ANTHONY FAGONE  
Vice President

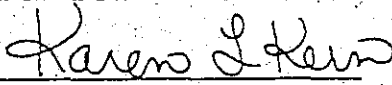
FOR THE CITY OF FRESNO: —

  
\_\_\_\_\_  
JORGE C. AGUINIGA  
Labor Relations Manager

  
\_\_\_\_\_  
ED WINCHESTER  
Chief of Police

DATE 3/12/99

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE

BY:   
\_\_\_\_\_  
Assistant City Attorney

City of



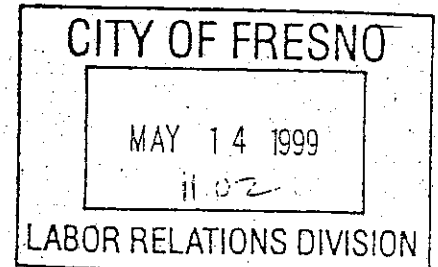
Human Resources Division  
2600 Fresno Street, First Floor  
Fresno, California 93721-3614  
Telephone: (559) 498-1575

Department of Administrative Services

Andrew T. Souza  
Director

April 22, 1999

Gene Zimmerman, Business Representative  
Fresno City Employees Association  
2115 Merced Street  
Fresno, CA 93721



Dear Mr. Zimmerman:

Subject: Fire Prevention Inspector Salary Ranges

Pursuant to the verbal agreement reached at the conclusion of our session on Thursday, April 22, 1999, the City will proceed with a recommendation to the City Council, at the next meeting following the return of this signed document, to adjust the salary ranges for the below listed classes:

<u>Class</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Fire Prevention Inspector I	2,777	2,915	3,058	3,214	3,376
Fire Prevention Inspector II	3,229	3,385	3,555	3,736	3,920
Senior Fire Prevention Inspector	3,629	3,807	3,995	4,196	4,407

As we discussed, staff will also be recommending an effective date of January 1, 1999 for these salary modifications.

If the terms are agreeable as outlined above, please have this letter and the three duplicate enclosed agreements signed and returned to this office at your earliest convenience so that this matter may be placed on Agenda for Council approval. Please contact me at 498-1009 if the above differs from your understanding or if any concerns arise.

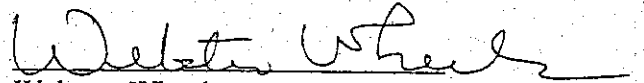
Sincerely,

Gary Kirchner  
Human Resources Manager

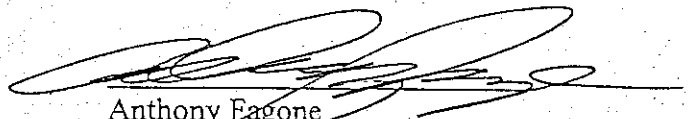
In agreement on behalf of FCEA,

  
Gene Zimmerman  
Business Agent

Mr. Gene Zimmerman  
April 22, 1999  
Page 2



Webster Wheeler  
President



Anthony Fagone  
Vice-President

c: Andrew T. Souza, Director of Administrative Services  
Michael E. Smith, Fire Chief  
Jorge Aguiñiga, Labor Relations Manager

AGREEMENT BETWEEN THE  
CITY OF FRESNO  
AND  
FRESNO CITY EMPLOYEES ASSOCIATION  
NON-SUPERVISORY WHITE COLLAR UNIT 3

***Alternative Workweek Schedule Options  
Police Department, Management Support Bureau  
Personnel and Training Unit  
Rangemaster/Armorer Class***

This agreement sets forth the full and entire understanding of the parties regarding the alternative workweek schedule options for the Rangemaster/Armorer (RA) class allocated to the Police Department, Management Support Bureau, Personnel and Training Unit. Any other previous understandings, side letters of agreement, MOU provisions, or agreements by the parties regarding alternative workweek schedule options for this class are hereby superseded and terminated in their entirety. This agreement is self-governing and independent of any current or expired agreements between the parties, and is governed by the terms and conditions contained herein. Any management decisions acknowledged in this agreement are not appealable or grievable. This agreement is effective upon the signature date of the parties, and will terminate as set forth in paragraph six (6).

1. The workweek for the City begins on Monday at 12:01 A.M., and ends the following Sunday at midnight. The workday, for pay purposes, is a twenty-four (24) hour period that starts with the beginning of an employee's regular work schedule. The standard/normal workweek/work schedule is a 5/8 consisting of five (5) days of eight (8) hours each day, excluding a lunch period.
2. As included in FCEA MOU Article VI (CC) (1), and the RA class specification, the department may assign staff to work any shift, including nights, weekends and holidays.
3. The alternative workweek schedule option is necessary in order to provide the minimum staffing necessary to accommodate the various working schedules of staff using the range. It is expressly understood that position assignments by classification, staffing levels, workweek schedules, and days off are determined solely by management, and are subject to change based on varying workload, the addition of authorized staffing, and operational and service needs of the department.
  - a. Staff may request to work a 5/8 or 4/10 workweek schedule, or a combination thereof. Absent sufficient requests, management will assign staff to a 5/8 or 4/10 workweek schedule, or a combination thereof. Staff wishing to change their workweek schedule will be required to give a two

(2) week advance written notice to management. However, the frequency of such changes may be limited by management, if in their judgement, such limitation is in the best interest of the department.

- b. It is expressly understood that workweek schedules are established by department/individual divisions based upon the service needs of the public/other city departments.
  - c. Except for emergencies, staff working a 4/10 schedule will schedule all medically-based appointments on off duty time.
4. The hours for staff working a 5/8 will consist of five (5) eight (8) hour days with two (2) consecutive days off. The hours for staff working a 4/10 workweek option will consist of four (4) ten (10) hour days with three (3) days off, of which two (2) of the days off will be consecutive. Scheduling of days off will be determined by management.
- a. An example of a core 4/10 workweek schedule of hours and shift designations, which may be changed at management's discretion, is as follows:
- | <u>Shift</u> | <u>Hours</u> |
|--------------|--------------|
| 1            | 0600-1600    |
| 2            | 0900-1900    |
| 3            | 1600-0200    |
- b. All RA staff who work a 5/8 or 4/10 schedule agree to forfeit the daily thirty (30) minute unpaid meal period, and combine the two (2) fifteen (15) minute paid rest periods included in the current FCEA MOU, for a thirty (30) minute paid meal period. Any RA who fails to schedule and take his or her paid meal period will not be paid overtime for this occurrence.
5. Except as detailed herein, applicable FCEA MOU provisions, Salary Resolution, Fresno Municipal Code, and Administrative Order sections concerning alternative workweek option limitations on overtime, holidays, leave accrual and



usage, sick leave accrual and usage, and night shift premium will govern.

6. The department may discontinue this agreement at any time if it is determined by management that it detrimentally effects departmental operations and services. Thirty (30) days advance notice will be given in writing to affected staff and Labor Relations Division. The decision to discontinue this agreement is not appealable or grievable. If the department discontinues this agreement, staff will revert to 5/8 standard/normal workweek schedules as determined by management.

FOR THE FRESNO CITY  
EMPLOYEES ASSOCIATION:

  
GENE ZIMMERMAN  
Business Agent

  
WEBSTER WHEELER  
President

  
ANTHONY FAGONE  
Vice President

FOR THE CITY OF FRESNO:

  
JORGE C. AGUIÑIGA  
Labor Relations Manager

DATE OCTOBER 20, 1999

City of



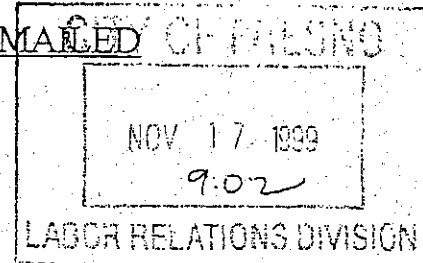
Human Resources Division  
2600 Fresno Street, First Floor  
Fresno, California 93721-3614  
Telephone: (559) 498-1575

Department of Administrative Services

Andrew T. Souza  
Director

November 5, 1999

FAXED COPY; ORIGINAL MAILED



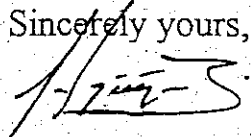
Mr. Gene Zimmerman  
Business Agent, FCEA  
2115 Merced Street  
Fresno, California 93721

Dear Gene:

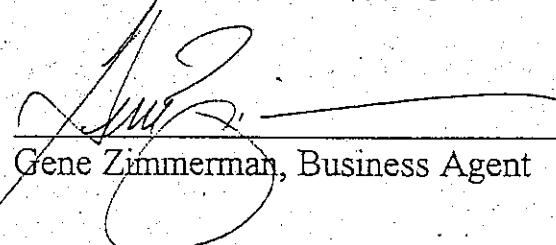
As a follow up to our telephone conversation this morning, this is to confirm that the City is agreeable to the payment of premium pay at the rate of ten percent (10%) above the base rate of pay to Senior Buyer Bob Callistro for the remainder of the FY2000 as additional compensation for his continued involvement in the People Soft transition.

If you are in agreement, please sign below indicating the concurrence of FCEA, and return the original signed document to this office at your earliest possible convenience.

Sincerely yours,

  
Jorge C. Aguiñiga  
Labor Relations Manager

Concurrence on behalf of FCEA:

  
Gene Zimmerman, Business Agent

c: Andrew T. Souza  
Matt Gargiulo  
Karin Taggart  
Gary Kirchner  
Kay Hartman

AGREEMENT BETWEEN THE  
CITY OF FRESNO  
AND  
FRESNO CITY EMPLOYEES ASSOCIATION  
NON-SUPERVISORY WHITE COLLAR UNIT 3

*Extension of the Current Memorandum of Understanding (MOU)  
Between the City of Fresno (City) and Fresno City  
Employees Association (FCEA)*

This agreement sets forth the full and entire understanding of the parties regarding extending the current MOU (covers fiscal years 1997/1998 through 1999/2000), along with any exhibits, attachments, and subsequent side letters of agreement and agreements. Any other previous understandings, side letters of agreement, MOU provisions, or agreements by the parties regarding extending the current MOU, along with any exhibits, attachments, and subsequent side letters of agreement and agreements, are hereby superseded and terminated in their entirety. This agreement is self-governing and independent of any current or expired agreements between the parties, and is governed by the terms and conditions contained herein. This agreement is effective July 1, 2000, and terminates June 30, 2002.

The parties agree to extend the term of the current MOU to include fiscal years 2000/2001 through 2001/2002. It is expressly understood that any MOU provisions, exhibits, attachments, subsequent side letters of agreement and agreements not amended/modified by this agreement, remain in full force and effect, subject to the terms and conditions contained therein, unless amended/modified at some future time by the parties. Accordingly, the parties agree to the following amendments/modifications (represented in bold typeface, deletions represented by \*\*\*) to current MOU provisions:

ARTICLE IV (A) (1) - ASSOCIATION RECOGNITION

1. The City acknowledges the Association as the recognized employee organization representing the Non-Supervisory White Collar Unit, and therefore, agrees, to meet and confer in good faith promptly upon request by the Association and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to make every reasonable effort to reach agreement on matters within the scope of representation at least one (1) week prior to the last regular Council meeting at which the City budget must be adopted for the ensuing fiscal year. In order that the meet and confer process may include adequate time for full consideration of the proposals of both parties and for resolution of any impasse, the City shall accept proposals from the Association as early as March 1, 2002, for any new MOU to be effective on or after July 1, 2002.

ARTICLE V (A) (3) - GENERAL

3. Pursuant to and in accordance with Section 3502.5 of the Government Code and all the provisions therein, the City and the Association agree that all employees in this Unit shall be required, as a condition of continued employment, to join the Association or to pay the Association a Service Fee. The agency shop provision shall expire at midnight on June 30, 2002, and the City, upon the request of an employee, shall be under no further obligation to collect a Service Fee on behalf of the Association.

ARTICLE V (C) (1) - DUES DEDUCTION CHECK

1. The deduction check covering all such deductions shall be transmitted to:

FRESNO CITY EMPLOYEES ASSOCIATION, INC.  
2115 Merced Street  
Fresno, California 93721

Should the Association elect to have the deduction check transmitted to an address other than that set forth hereinabove, the Association shall so indicate by written notice delivered to the \*\*\* City's Finance Division, Payroll. A copy of such notice shall also be delivered by the Association to the Labor Relations Division. The City shall transmit the deduction check to the address specified in the notice as early as is practicable after receipt of such notice.

ARTICLE VI (B) (1), (2), (3) and (4) - SALARY SCHEDULE

1. \*\*\*
2. \*\*\*
3. \*\*\*
4. \*\*\*
5. Effective July 1, 2000, salaries shall be increased by three percent (3%) as reflected on Exhibit IV.
6. Effective July 1, 2001, salaries shall be increased by three percent (3%) as reflected on Exhibit V.

#### ARTICLE VIII - TERMINATION

This Memorandum of Understanding shall become effective only after ratification by the members of FCEA, followed by City Council approval and the expiration of the waiting period for the Mayor's action provided in Charter sections 605 and 609, and shall remain in full force and effect through June 30, 2002.

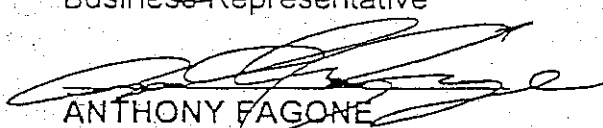
During the life of this Memorandum of Understanding, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation not addressed in this Memorandum of Understanding, such party shall request in writing to meet and confer on the item, which item shall be specified in writing. During the life of this Memorandum, either party may refuse such request without explanation if the item is directly related to or is an item directly considered herein, or if the item was included in a written proposal of either party during the meet and confer process which led to this agreement.

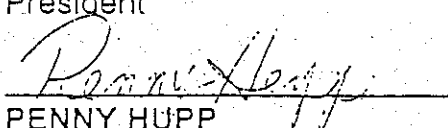
It is agreed by parties that the City may request to meet and confer on amendments to this Article during the life of this Memorandum of Understanding. Further, the parties agree that, if no agreement is reached on amendments to this Article, neither party may take action on such amendment(s) without the consent of the other party.

IN WITNESS WHEREOF, the parties hereto set their hands this 12 day of May, 2000.

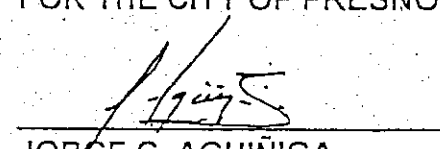
FOR THE FRESNO CITY  
EMPLOYEES ASSOCIATION:

  
\_\_\_\_\_  
GENE ZIMMERMAN  
Business Representative

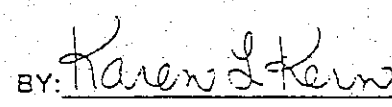
  
\_\_\_\_\_  
ANTHONY FAGONE  
President

  
\_\_\_\_\_  
PENNY HUPP  
Vice President

FOR THE CITY OF FRESNO:

  
\_\_\_\_\_  
JORGE C. AGUINIGA  
Labor Relations Manager

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE

BY:   
\_\_\_\_\_  
Assistant City Attorney

**EXHIBIT IV**  
**Non-Supervisory White Collar Unit 3**  
**Salaries - Effective July 1, 2000**

CLASS TITLE	A	B	C	D	E
Account Clerk I	1,812	1,903	1,999	2,100	2,205
Account Clerk II	1,999	2,100	2,205	2,315	2,431
Accountant-Auditor I	2,751	2,884	3,028	3,185	3,343
Accountant -Auditor II	3,215	3,372	3,544	3,720	3,907
Accounting Technician	2,431	2,553	2,681	2,815	2,957
Administrative Clerk I	1,669	1,754	1,842	1,935	2,032
Administrative Clerk II	1,842	1,935	2,032	2,134	2,241
Airports Computer Specialist	3,521	3,697	3,883	4,077	4,281
Airports Property Specialist I	3,276	3,441	3,613	3,794	3,985
Airports Property Specialist II	3,825	4,016	4,217	4,428	4,650
Animal Curator	3,336	3,505	3,683	3,868	4,059
Architect	4,535	4,762	5,001	5,251	5,514
Assistant Electrical Safety Consultant	3,343	3,506	3,680	3,865	4,059
Assistant Environmental & Safety Consultant	3,343	3,506	3,680	3,865	4,059
Assistant Plumbing & Mechanical Consultant	3,343	3,506	3,680	3,865	4,059
Assistant Training Officer	3,064	3,217	3,379	3,548	3,726
Associate Electrical Safety Consultant I	3,680	3,865	4,059	4,260	4,473
Associate Electrical Safety Consultant II	3,865	4,059	4,260	4,473	4,699
Associate Environmental & Safety Consultant I	3,680	3,865	4,059	4,260	4,473
Associate Environmental & Safety Consultant II	3,865	4,059	4,260	4,473	4,699
Associate Plumbing & Mechanical Consultant I	3,680	3,865	4,059	4,260	4,473
Associate Plumbing & Mechanical Consultant II	3,865	4,059	4,260	4,473	4,699
Box Office Assistant	2,249	2,362	2,482	2,605	2,737
Budget Technician	2,471	2,595	2,725	2,862	3,005
Buyer I	2,866	3,010	3,162	3,320	3,487
Buyer II	3,162	3,320	3,487	3,662	3,845
Central Printing Clerk	1,842	1,935	2,032	2,134	2,241
Central Printing Technician	2,184	2,294	2,410	2,530	2,657
City Records Specialist	2,471	2,595	2,725	2,862	3,005
Claims Specialist	2,457	2,582	2,712	2,847	2,992
Code Enforcement Specialist	2,671	2,801	2,941	3,085	3,241
Community Recreation Assistant	2,020	2,119	2,214	2,312	2,421
Community Services Officer I	2,104	2,210	2,321	2,437	2,560
Community Services Officer II	2,321	2,437	2,560	2,689	2,824
Computer Operator I	2,070	2,166	2,262	2,366	2,481
Computer Operator II	2,300	2,414	2,531	2,659	2,794
Computer Operator III	2,531	2,659	2,794	2,928	3,074
Computer Systems Specialist I	2,969	3,118	3,275	3,439	3,611
Computer Systems Specialist II	3,521	3,697	3,883	4,077	4,281
Computer Systems Specialist III	3,971	4,170	4,379	4,598	4,829
Computer Systems Technician	1,972	2,071	2,175	2,284	2,398
Construction Compliance Specialist	2,903	3,044	3,198	3,358	3,525

EXHIBIT IV  
Non-Supervisory White Collar Unit 3  
Salaries - Effective July 1, 2000

CLASS TITLE	A	B	C	D	E
Contract Compliance Specialist	2,903	3,044	3,198	3,358	3,525
Convention Center Marketing Assistant	2,423	2,545	2,673	2,803	2,942
Curator of Education	3,336	3,505	3,683	3,868	4,059
Customer Services Clerk I	1,812	1,903	1,999	2,100	2,205
Customer Services Clerk II	1,999	2,100	2,205	2,315	2,431
Department Computer Specialist	2,423	2,545	2,673	2,803	2,942
Electrical Safety Technician Consultant I	3,185	3,343	3,506	3,680	3,865
Emergency Services Dispatcher I	2,518	2,625	2,742	2,876	3,004
Emergency Services Dispatcher II	2,709	2,845	2,990	3,140	3,292
Emergency Services Dispatcher III	3,049	3,198	3,362	3,526	3,701
Engineer I	3,327	3,492	3,666	3,849	4,036
Engineer II	3,877	4,066	4,271	4,478	4,712
Engineering Aide I	2,128	2,231	2,340	2,457	2,582
Engineering Aide II	2,470	2,595	2,720	2,856	3,002
Engineering Inspector I	3,241	3,414	3,577	3,753	3,944
Engineering Inspector II	3,558	3,735	3,923	4,119	4,326
Engineering Technician I	2,531	2,659	2,794	2,928	3,074
Engineering Technician II	2,856	3,002	3,152	3,307	3,473
Environmental Control Officer	3,195	3,356	3,519	3,697	3,879
Environmental & Safety Technician Consultant I	3,185	3,343	3,506	3,680	3,865
Events Specialist	2,751	2,884	3,031	3,185	3,343
Facilities Construction Specialist	3,358	3,524	3,701	3,885	4,080
Fire Prevention Inspector I	2,947	3,094	3,245	3,411	3,583
Fire Prevention Inspector II	3,426	3,592	3,772	3,965	4,160
Fleet Operations Specialist	3,097	3,252	3,415	3,586	3,766
Identification Technician I	2,770	2,909	3,055	3,209	3,370
Identification Technician II	3,055	3,209	3,370	3,539	3,716
Identification Technician III	3,209	3,370	3,539	3,716	3,902
Industrial/Commercial Water Conservation Representative	3,195	3,356	3,519	3,697	3,879
Industrial Waste Inspector	2,717	2,849	2,993	3,144	3,295
Inorganic Chemist	3,244	3,407	3,578	3,757	3,945
Laboratory Assistant	2,193	2,304	2,419	2,540	2,668
Laboratory Technician I	2,668	2,802	2,942	3,089	3,244
Laboratory Technician II	2,942	3,089	3,244	3,407	3,578
Land Surveyor	4,085	4,290	4,506	4,731	4,968
Landscape Water Conservation Specialist	3,119	3,276	3,440	3,612	3,793
License Representative	2,545	2,673	2,803	2,942	3,094
Mail Operations Technician	2,032	2,134	2,241	2,353	2,471
Municipal Facilities Booking Clerk	2,622	2,754	2,892	3,037	3,189
Neighborhood Services Representative I	2,020	2,119	2,214	2,312	2,421
Neighborhood Services Specialist I	2,947	3,094	3,245	3,411	3,583
Electrical Safety Consultant II	3,343	3,504	3,680	3,865	4,059
Environmental & Safety Consultant II	3,343	3,504	3,680	3,865	4,059

**EXHIBIT IV**  
**Non-Supervisory White Collar Unit 3**  
**Salaries - Effective July 1, 2000**

CLASS TITLE	A	B	C	D	E
Neighborhood Services Specialist II	3,426	3,592	3,772	3,965	4,160
Neighborhood Standards Specialist I	2,751	2,884	3,031	3,185	3,343
Neighborhood Standards Specialist II	3,279	3,439	3,616	3,795	3,986
Network Systems Specialist	3,971	4,170	4,379	4,598	4,829
Offset Equipment Operator	2,184	2,294	2,410	2,530	2,657
Paratransit Specialist	2,423	2,545	2,673	2,803	2,942
Parking Controller I	1,775	1,854	1,941	2,025	2,119
Parking Controller II	1,945	2,037	2,128	2,221	2,331
Parking Controller III	2,128	2,221	2,331	2,433	2,546
Parks Planning Coordinator	3,843	4,036	4,238	4,450	4,673
Planner I	2,751	2,884	3,031	3,185	3,343
Planner II	3,215	3,371	3,544	3,720	3,907
Planning Illustrator I	2,712	2,847	2,992	3,142	3,293
Planning Illustrator II	3,019	3,167	3,327	3,492	3,666
Plans Examiner I	2,880	3,024	3,176	3,336	3,505
Plans Examiner II	3,343	3,506	3,680	3,865	4,059
Plans Examiner III	3,680	3,865	4,059	4,260	4,473
Plumbing & Mechanical Technician Consultant I	3,185	3,343	3,506	3,680	3,865
Police Data Transcriptionist	2,241	2,353	2,471	2,595	2,725
Principal Account Clerk	2,431	2,553	2,681	2,815	2,957
Programmer/Analyst I	2,969	3,118	3,275	3,439	3,611
Programmer/Analyst II	3,521	3,697	3,883	4,077	4,281
Programmer/Analyst III	3,971	4,170	4,379	4,598	4,829
Programmer/Analyst IV	4,270	4,484	4,709	4,944	5,192
Property & Evidence Technician	2,567	2,696	2,831	2,973	3,122
Radio Dispatcher	2,134	2,236	2,338	2,449	2,559
Rangemaster/Armorer	3,209	3,370	3,539	3,716	3,902
Real Estate Agent I	3,031	3,185	3,343	3,506	3,685
Real Estate Agent II	3,948	4,133	4,343	4,551	4,791
Real Estate Finance Specialist I	2,619	2,751	2,884	3,031	3,185
Real Estate Finance Specialist II	3,008	3,158	3,317	3,483	3,658
Recreation Leader	1,438	1,510	1,587	1,666	1,749
Recreation Specialist	2,482	2,605	2,736	2,873	3,017
Risk Analyst	3,688	3,872	4,066	4,270	4,484
Safety Specialist	2,531	2,658	2,792	2,932	3,079
Secretary	2,241	2,353	2,471	2,595	2,725
Senior Account Clerk	2,205	2,315	2,431	2,553	2,681
Senior Administrative Clerk	2,032	2,134	2,241	2,353	2,471
Senior Buyer	3,487	3,662	3,845	4,038	4,240
Senior Community Services Officer	2,502	2,628	2,760	2,898	3,043
Senior Customer Services Clerk	2,205	2,315	2,431	2,553	2,681
Senior Engineering Technician	3,327	3,492	3,666	3,849	4,036
Plumbing & Mechanical Consultant II	3,343	3,506	3,680	3,865	4,059



**EXHIBIT IV**  
**Non-Supervisory White Collar Unit 3**  
**Salaries - Effective July 1, 2000**

CLASS TITLE	A	B	C	D	E
Senior Fire Prevention Inspector	3,851	4,040	4,239	4,452	4,677
Senior Laboratory Technician	3,244	3,407	3,578	3,757	3,945
Senior Neighborhood Services Specialist	3,851	4,040	4,239	4,452	4,677
Senior Neighborhood Standards Specialist	3,439	3,612	3,793	3,981	4,181
Senior Network Systems Specialist	4,270	4,484	4,709	4,944	5,192
Senior Offset Equipment Operator	2,410	2,530	2,657	2,790	2,930
Senior Property & Evidence Technician	2,831	2,973	3,122	3,279	3,444
Senior Real Estate Finance Specialist	3,317	3,483	3,658	3,841	4,034
Senior Records Clerk	2,134	2,241	2,353	2,471	2,595
Senior Secretary	2,471	2,595	2,725	2,862	3,005
Senior Storeskeeper	2,567	2,696	2,831	2,973	3,122
Senior Water Systems Telemetry & Distributed Control Specialist	3,883	4,077	4,281	4,495	4,721
Solid Waste Bin Inspector	2,458	2,566	2,678	2,805	2,926
Staff Assistant	2,423	2,545	2,673	2,803	2,942
Storeskeeper	2,328	2,445	2,567	2,696	2,831
Survey Party Technician	2,856	3,002	3,152	3,307	3,473
Telecommunications Systems Specialist	3,318	3,485	3,660	3,843	4,036
Transit Surveyor	1,812	1,903	1,999	2,100	2,205
Tree Program Specialist	3,119	3,276	3,440	3,612	3,793
Utility Service Representative I	2,142	2,249	2,362	2,481	2,605
Utility Service Representative II	2,362	2,481	2,605	2,736	2,873
Utility Service Representative III	2,605	2,736	2,873	3,017	3,169
Veterinary Technician	2,352	2,470	2,594	2,724	2,861
Wastewater Reclamation Coordinator	3,276	3,441	3,613	3,794	3,985
Water Conservation Representative	2,119	2,214	2,312	2,432	2,545
Water Education Coordinator	3,195	3,356	3,519	3,697	3,879
Water Systems Telemetry & Distributed Control Specialist	3,521	3,697	3,883	4,077	4,281
Water Systems Telemetry & Distributed Control Technician	3,193	3,353	3,521	3,697	3,883

**EXHIBIT V**  
**Non-Supervisory White Collar Unit 3**  
**Salaries - Effective July 1, 2001**

CLASS TITLE	A	B	C	D	E
Account Clerk I	1,867	1,961	2,059	2,163	2,272
Account Clerk II	2,059	2,163	2,272	2,385	2,504
Accountant-Auditor I	2,834	2,971	3,119	3,281	3,444
Accountant -Auditor II	3,312	3,474	3,651	3,832	4,025
Accounting Technician	2,504	2,630	2,762	2,900	3,046
Administrative Clerk I	1,720	1,807	1,898	1,994	2,093
Administrative Clerk II	1,898	1,994	2,093	2,199	2,309
Airports Computer Specialist	3,627	3,808	4,000	4,200	4,410
Airports Property Specialist I	3,375	3,545	3,722	3,908	4,105
Airports Property Specialist II	3,940	4,137	4,344	4,561	4,790
Animal Curator	3,437	3,611	3,794	3,985	4,181
Architect	4,672	4,905	5,152	5,409	5,680
Assistant Electrical Safety Consultant	3,444	3,612	3,791	3,981	4,181
Assistant Environmental & Safety Consultant	3,444	3,612	3,791	3,981	4,181
Assistant Plumbing & Mechanical Consultant	3,444	3,612	3,791	3,981	4,181
Assistant Training Officer	3,156	3,314	3,481	3,655	3,838
Associate Electrical Safety Consultant I	3,791	3,981	4,181	4,388	4,608
Associate Electrical Safety Consultant II	3,981	4,181	4,388	4,608	4,840
Associate Environmental & Safety Consultant I	3,791	3,981	4,181	4,388	4,608
Associate Environmental & Safety Consultant II	3,981	4,181	4,388	4,608	4,840
Associate Plumbing & Mechanical Consultant I	3,791	3,981	4,181	4,388	4,608
Associate Plumbing & Mechanical Consultant II	3,981	4,181	4,388	4,608	4,840
Box Office Assistant	2,317	2,433	2,557	2,684	2,820
Budget Technician	2,546	2,673	2,807	2,948	3,096
Buyer I	2,952	3,101	3,257	3,420	3,592
Buyer II	3,257	3,420	3,592	3,772	3,961
Central Printing Clerk	1,898	1,994	2,093	2,199	2,309
Central Printing Technician	2,250	2,363	2,483	2,606	2,737
City Records Specialist	2,546	2,673	2,807	2,948	3,096
Claims Specialist	2,531	2,660	2,794	2,933	3,082
Code Enforcement Specialist	2,752	2,886	3,030	3,178	3,339
Community Recreation Assistant	2,081	2,183	2,281	2,382	2,494
Community Services Officer I	2,168	2,277	2,391	2,511	2,637
Community Services Officer II	2,391	2,511	2,637	2,770	2,909
Computer Operator I	2,133	2,231	2,330	2,437	2,556
Computer Operator II	2,369	2,487	2,607	2,739	2,878
Computer Operator III	2,607	2,739	2,878	3,016	3,167
Computer Systems Specialist I	3,059	3,212	3,374	3,543	3,720
Computer Systems Specialist II	3,627	3,808	4,000	4,200	4,410
Computer Systems Specialist III	4,091	4,296	4,511	4,736	4,974
Computer Systems Technician	2,032	2,134	2,241	2,353	2,470
Construction Compliance Specialist	2,991	3,136	3,294	3,459	3,631

EXHIBIT V  
Non-Supervisory White Collar Unit 3  
Salaries - Effective July 1, 2001

CLASS TITLE	A	B	C	D	E
Contract Compliance Specialist	2,991	3,136	3,294	3,459	3,631
Convention Center Marketing Assistant	2,496	2,622	2,754	2,888	3,031
Curator of Education	3,437	3,611	3,794	3,985	4,181
Customer Services Clerk I	1,867	1,961	2,059	2,163	2,272
Customer Services Clerk II	2,059	2,163	2,272	2,385	2,504
Department Computer Specialist	2,496	2,622	2,754	2,888	3,031
Electrical Safety Technician Consultant I	3,281	3,444	3,612	3,791	3,981
Emergency Services Dispatcher I	2,594	2,704	2,825	2,963	3,095
Emergency Services Dispatcher II	2,791	2,931	3,080	3,235	3,391
Emergency Services Dispatcher III	3,141	3,294	3,463	3,632	3,813
Engineer I	3,427	3,597	3,776	3,965	4,158
Engineer II	3,994	4,188	4,400	4,613	4,854
Engineering Aide I	2,192	2,298	2,411	2,531	2,660
Engineering Aide II	2,545	2,673	2,802	2,942	3,093
Engineering Inspector I	3,339	3,517	3,685	3,866	4,063
Engineering Inspector II	3,665	3,848	4,041	4,243	4,456
Engineering Technician I	2,607	2,739	2,878	3,016	3,167
Engineering Technician II	2,942	3,093	3,247	3,407	3,578
Environmental Control Officer	3,291	3,457	3,625	3,808	3,996
Environmental & Safety Technician Consultant I	3,281	3,444	3,612	3,791	3,981
Exhibits Specialist	2,834	2,971	3,122	3,281	3,444
Facilities Construction Specialist	3,459	3,630	3,813	4,002	4,203
Fire Prevention Inspector I	3,036	3,187	3,343	3,514	3,691
Fire Prevention Inspector II	3,529	3,700	3,886	4,084	4,285
Fleet Operations Specialist	3,190	3,350	3,518	3,694	3,879
Identification Technician I	2,854	2,997	3,147	3,306	3,472
Identification Technician II	3,147	3,306	3,472	3,646	3,828
Identification Technician III	3,306	3,472	3,646	3,828	4,020
Industrial/Commercial Water Conservation Representative	3,291	3,457	3,625	3,808	3,996
Industrial Waste Inspector	2,799	2,935	3,083	3,239	3,394
Inorganic Chemist	3,342	3,510	3,686	3,870	4,064
Laboratory Assistant	2,259	2,374	2,492	2,617	2,749
Laboratory Technician I	2,749	2,887	3,031	3,182	3,342
Laboratory Technician II	3,031	3,182	3,342	3,510	3,686
Land Surveyor	4,208	4,419	4,642	4,873	5,118
Landscape Water Conservation Specialist	3,213	3,375	3,544	3,721	3,907
License Representative	2,622	2,754	2,888	3,031	3,187
Mail Operations Technician	2,093	2,199	2,309	2,424	2,546
Municipal Facilities Booking Clerk	2,701	2,837	2,979	3,129	3,285
Neighborhood Services Representative I	2,081	2,183	2,281	2,382	2,494
Neighborhood Services Specialist I	3,036	3,187	3,343	3,514	3,691
Electrical Safety Consultant II	3,444	3,612	3,791	3,981	4,181
Environmental & Safety Consultant II	3,444	3,612	3,791	3,981	4,181

**EXHIBIT V**  
**Non-Supervisory White Collar Unit 3**  
**Salaries - Effective July 1, 2001**

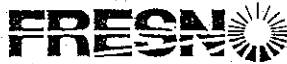
CLASS TITLE	A	B	C	D	E
Neighborhood Services Specialist II	3,529	3,700	3,886	4,084	4,285
Neighborhood Standards Specialist I	2,834	2,971	3,122	3,281	3,444
Neighborhood Standards Specialist II	3,378	3,543	3,725	3,909	4,106
Network Systems Specialist	4,091	4,296	4,511	4,736	4,974
Offset Equipment Operator	2,250	2,363	2,483	2,606	2,737
Paratransit Specialist	2,496	2,622	2,754	2,888	3,031
Parking Controller I	1,829	1,910	2,000	2,086	2,183
Parking Controller II	2,004	2,099	2,192	2,288	2,401
Parking Controller III	2,192	2,288	2,401	2,506	2,623
Parks Planning Coordinator	3,959	4,158	4,366	4,584	4,814
Planner I eff 8/21/00 Reso #2000-233	2,834	2,971	3,122	3,281	3,444
Planner II	3,312	3,473	3,651	3,832	4,025
Planning Illustrator I	2,794	2,933	3,082	3,237	3,392
Planning Illustrator II	3,110	3,263	3,427	3,597	3,776
Plans Examiner I	2,967	3,115	3,272	3,437	3,611
Plans Examiner II	3,444	3,612	3,791	3,981	4,181
Plans Examiner III	3,791	3,981	4,181	4,388	4,608
Plumbing & Mechanical Technician Consultant I	3,281	3,444	3,612	3,791	3,981
Police Data Transcriptionist	2,309	2,424	2,546	2,673	2,807
Principal Account Clerk	2,504	2,630	2,762	2,900	3,046
Programmer/Analyst I	3,059	3,212	3,374	3,543	3,720
Programmer/Analyst II	3,627	3,808	4,000	4,200	4,410
Programmer/Analyst III	4,091	4,296	4,511	4,736	4,974
Programmer/Analyst IV	4,399	4,619	4,851	5,093	5,348
Property & Evidence Technician	2,645	2,777	2,916	3,063	3,216
Radio Dispatcher	2,199	2,304	2,409	2,523	2,636
Rangemaster/Armorer	3,306	3,472	3,646	3,828	4,020
Real Estate Agent I	3,122	3,281	3,444	3,612	3,796
Real Estate Agent II	4,067	4,257	4,474	4,688	4,935
Real Estate Finance Specialist I	2,698	2,834	2,971	3,122	3,281
Real Estate Finance Specialist II	3,099	3,253	3,417	3,588	3,768
Recreation Leader	1,482	1,556	1,635	1,716	1,802
Recreation Specialist	2,557	2,684	2,819	2,960	3,108
Risk Analyst	3,799	3,989	4,188	4,399	4,619
Safety Specialist	2,607	2,738	2,876	3,020	3,172
Secretary	2,309	2,424	2,546	2,673	2,807
Senior Account Clerk	2,272	2,385	2,504	2,630	2,762
Senior Administrative Clerk	2,093	2,199	2,309	2,424	2,546
Senior Buyer	3,592	3,772	3,961	4,160	4,368
Senior Community Services Officer	2,578	2,707	2,843	2,985	3,135
Senior Customer Services Clerk	2,272	2,385	2,504	2,630	2,762
Senior Engineering Technician	3,427	3,597	3,776	3,965	4,158
Plumbing & Mechanical Consultant II	3,444	3,612	3,791	3,981	4,181

**EXHIBIT V**  
**Non-Supervisory White Collar Unit 3**  
**Salaries - Effective July 1, 2001**

CLASS TITLE	A	B	C	D	E
Senior Fire Prevention Inspector	3,967	4,162	4,367	4,586	4,818
Senior Laboratory Technician	3,342	3,510	3,686	3,870	4,064
Senior Neighborhood Services Specialist	3,967	4,162	4,367	4,586	4,818
Senior Neighborhood Standards Specialist	3,543	3,721	3,907	4,101	4,307
Senior Network Systems Specialist	4,399	4,619	4,851	5,093	5,348
Senior Offset Equipment Operator	2,483	2,606	2,737	2,874	3,018
Senior Property & Evidence Technician	2,916	3,063	3,216	3,378	3,548
Senior Real Estate Finance Specialist	3,417	3,588	3,768	3,957	4,156
Senior Records Clerk	2,199	2,309	2,424	2,546	2,673
Senior Secretary	2,546	2,673	2,807	2,948	3,096
Senior Storeskeeper	2,645	2,777	2,916	3,063	3,216
Senior Water Systems Telemetry & Distributed Control Specialist	4,000	4,200	4,410	4,630	4,863
Solid Waste Bin Inspector	2,532	2,643	2,759	2,890	3,014
Staff Assistant	2,496	2,622	2,754	2,888	3,031
Storeskeeper	2,398	2,519	2,645	2,777	2,916
Survey Party Technician	2,942	3,093	3,247	3,407	3,578
Telecommunications Systems Specialist	3,418	3,590	3,770	3,959	4,158
Transit Surveyor	1,867	1,961	2,059	2,163	2,272
Tree Program Specialist	3,213	3,375	3,544	3,721	3,907
Utility Service Representative I	2,207	2,317	2,433	2,556	2,684
Utility Service Representative II	2,433	2,556	2,684	2,819	2,960
Utility Service Representative III	2,684	2,819	2,960	3,108	3,265
Veterinary Technician	2,423	2,545	2,672	2,806	2,947
Wastewater Reclamation Coordinator	3,375	3,545	3,722	3,908	4,105
Water Conservation Representative	2,183	2,281	2,382	2,505	2,622
Water Education Coordinator	3,291	3,457	3,625	3,808	3,996
Water Systems Telemetry & Distributed Control Specialist	3,627	3,808	4,000	4,200	4,410
Water Systems Telemetry & Distributed Control Technician	3,289	3,454	3,627	3,808	4,000

Not Our's  
Out

City of



Human Resources Division  
2600 Fresno Street, First Floor  
Fresno, California 93721-3614  
Telephone: (559) 498-1575 • FAX (559) 498-4775  
www.ci.fresno.ca.us

Department of Administrative Services

Andrew T. Souza  
Director

July 24, 2000

Mr. Kenneth L. Akins  
Business Agent, CFPEA  
2210 21<sup>st</sup> Street  
Sacramento, California 95818

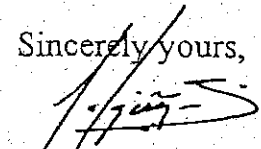
Mr. Gene Zimmerman  
Business Agent, FCEA  
2115 Merced Street  
Fresno, California 93721

Dear Ken and Gene:

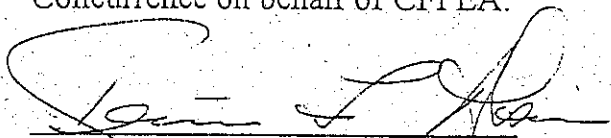
This is to confirm that the City wishes to extend the payment of premium pay at the rate of ten percent (10%) above the base rate of pay to Senior Accountant/Auditor Jeanne Weaver and Senior Buyer Bob Callistro effective July 1, 2000, due to their continued involvement in the People Soft project.

If you are in agreement, please sign below indicating the concurrence of CFPEA, and return the original signed document to this office at your earliest possible convenience.

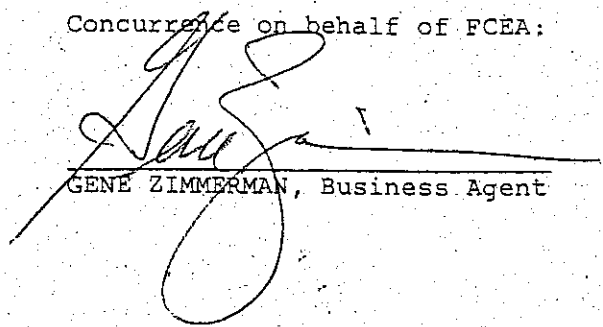
Sincerely yours,

  
Jorge C. Aguiñiga  
Labor Relations Manager

Concurrence on behalf of CFPEA:

  
Kenneth L. Akins, Business Agent

Concurrence on behalf of FCEA:

  
GENE ZIMMERMAN, Business Agent

out

AGREEMENT BETWEEN  
THE CITY OF FRESNO  
AND  
THE FRESNO CITY EMPLOYEES ASSOCIATION  
NON-SUPERVISORY WHITE COLLAR UNIT 3

*Call Diversion Unit (CDU)*  
*(Community Services Officers I/II/Senior)*

The City of Fresno and the Fresno City Employees Association (FCEA) have met and conferred in good faith, and agree this agreement sets forth the full and entire understanding of the parties regarding the terms and conditions in establishing the Call Diversion Unit (CDU) involving employees in the class of Community Services Officers I/II/Senior (CSO). Any other previous understanding or agreement by the parties regarding establishing the CDU is hereby superseded and terminated in its entirety. This agreement is self-governing, and is governed by the terms and conditions contained herein. Except as expressly set forth herein, nothing herein shall be deemed to supersede, repeal, alter or amend any term or provision of the existing Memorandum of Understanding (MOU) between the parties on subjects unrelated to the establishment of the CDU. The term for this agreement shall be concurrent with the MOU which expires on June 30, 2002, unless extended by mutual agreement of the parties.

1. The CDU will initially be staffed with eighteen (18) CSO's, which includes two (2) Senior CSO's, and will be operational seven (7) days a week, from 8:00 a.m. to 10:00 p.m., except for holidays as enumerated in Article VI, Section I of the FCEA MOU.
2. CSO's assigned to positions in the CDU shall be in uniform.
3. 5/8 and 4/10 schedules will be the standard workweeks for the CDU.

**5/8 Work Schedule:** CSO's who are scheduled to work Monday through Friday with Saturday and Sunday off, will be required to work a 5/8 schedule during both day and swing shifts. The hours for CSO's working a 5/8 workweek shall consist of five (5) consecutive eight (8) hour days with two (2) consecutive days off.

**4/10 Work Schedule:** The hours for employees working a 4/10 workweek shall consist of four (4) consecutive ten (10) hour days with three (3) consecutive days off.

4. The staffing levels for the 5/8 and 4/10 schedules are to be based on minimum staffing needs, except for weekends and holidays. It is expressly understood that minimum staffing levels are to be determined by management based upon an evaluation of the number of calls received and report writing activity, and are subject to change based on varying workload, the addition of authorized staffing, and

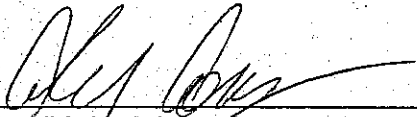
operational and service needs. Such decisions shall not be appealable or grievable.

5. The initial sign up for assignment to the CDU shall be conducted during November 2001, by distribution of a Matrix to all CSO's.
  - a. The Matrix to be used for sign up or assignment to the CDU will include lead shift positions to be filled by Senior CSO's based upon seniority. Seniority shall be determined by the date of hire within the class of Senior CSO's. If a lead shift position is not filled by a Senior CSO at sign up, then such position shall be assigned to a Senior CSO with the least seniority, and so on. However, such Senior CSO with the most seniority shall be given first choice of the vacant lead shift position.
  - b. All other assignments to the CDU as a result of the sign up process will be based upon seniority. Seniority shall be determined by the date of hire within the class of CSO's.
  - c. Any vacancies remaining in the CDU following initial sign up will result in the CSO with the least seniority, and so on, being assigned to fill these vacancies.
  - d. Initial assignment of CSO's to the CDU shall be from the implementation of the CDU program on December 10, 2001, through the 2003, Matrix.
  - e. Any CSO who signs up for assignment to the CDU through the initial sign up process or who is assigned to fill a vacancy as described in "c." above, shall not be allowed to sign up for the Field Matrix in March 2002.
6. Any CSO initially assigned to the CDU through the March 2003, Matrix, shall have eight (8) hours of vacation time added to their vacation account in addition to any other holiday leave which may be accrued by CSO's in this Unit. This additional eight (8) hours of vacation time shall be received one time only, and shall not establish a precedent to extend this additional benefit in future Matrix sign-ups to this or any other class represented by FCEA.



7. In the event of a vacancy in the CDU, such vacancy shall first be offered to the most senior CSO based on seniority. If no senior CSO elects to fill such vacancy, the vacancy shall be assigned to the CSO with the least seniority.

FOR THE FRESNO CITY  
EMPLOYEES ASSOCIATION

  
ALEX C. CORREA  
Business Agent

  
SAM FRANK  
President

FOR THE CITY OF FRESNO

  
JORGE C. AGUINIGA  
Labor Relations Manager

  
JERRY DYER  
Chief of Police

DATE: DECEMBER 6, 2001

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE  
BY: Victoria Parks Little  
Deputy City Attorney

AGREEMENT BETWEEN AND FOR THE  
CITY OF FRESNO  
AND  
FRESNO CITY EMPLOYEES ASSOCIATION  
NON-SUPERVISORY WHITE COLLAR - UNIT 3


*Salary Realignment for the Senior Water Systems Telemetry  
and Distributed Control Specialist Class*

This agreement sets forth the full and entire understanding of the parties regarding a salary realignment for the class of Senior Water Systems Telemetry and Distributed Control Specialist. Any other previous understandings, agreements, MOU provisions regarding salary realignment for the class of Senior Water Systems Telemetry and Distributed Control Specialist, are hereby superseded and terminated in their entirety. This agreement is self-governing by the terms and conditions contained herein. This agreement will be effective on April 1, 2002, and will terminate when the details herein are implemented in the Salary Resolution. IN WITNESS WHEREOF, the parties hereto have set their hands this 28 day of MARCH, 2002.

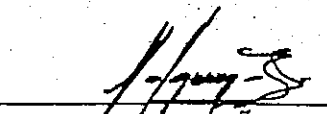
**Salary Realignment** - The parties agree to the following salary realignment, to be effective April 1, 2002.

Class Title	A	B	C	D	E
Senior Water Systems Telemetry and Distributed Control Specialist	4399	4619	4851	5093	5348

FOR THE FRESNO CITY  
EMPLOYEES ASSOCIATION:

  
\_\_\_\_\_  
ALEX CORREA  
Business Agent

FOR THE CITY OF FRESNO:

  
\_\_\_\_\_  
JORGE C. AGUINIGA  
Labor Relations Manager

CITY OF FRESNO

FEB - 4 2004

8:55 Am

LABOR RELATIONS DIVISION

SIDE LETTER AGREEMENT  
BETWEEN  
THE CITY OF FRESNO  
AND

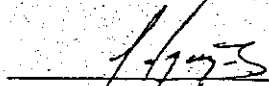
CITY OF FRESNO PROFESSIONAL EMPLOYEES ASSOCIATION

TRANSFER OF EMPLOYEES IN THE CLASSES OF  
RISK ANALYST AND CLAIMS SPECIALIST TO  
CITY OF FRESNO PROFESSIONAL EMPLOYEES ASSOCIATION

Pursuant to the agreement reached between the City of Fresno and the City of Fresno Employees Association (FCEA) on January 8, 2004, the parties have agreed that employees in the classes of Risk Analyst and Claims Specialist assigned to the Risk Management Division and represented by FCEA will be transferred to City of Fresno Professional Employees Association (CFPEA) effective January 8, 2004, and will be required to execute new Dues Deduction cards designating CFPEA as their exclusive representative.

Pursuant to the provisions of Fresno Municipal Code Section 2-1913.2(b), the Director of Personnel Services is in agreement that the transfer is appropriate, and the Business Agent for CFPEA concurs with the transfer.

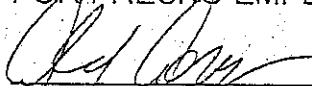
FOR THE CITY OF FRESNO:

  
Jorge C. Aguirre  
Labor Relations Manager

DATED: January 27, 2004

February 4,

FOR FRESNO EMPLOYEES ASSOCIATION:

  
Alex Correa  
Business Agent

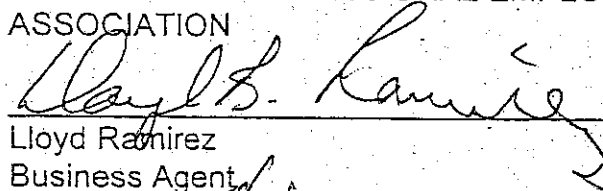
DATED: January 27, 2004

FOR FRESNO PROFESSIONAL EMPLOYEES  
ASSOCIATION

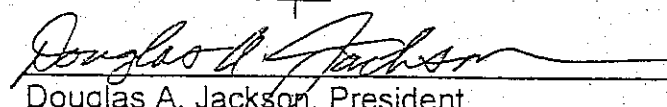
  
Adela Gonzalez  
Personnel Director

DATED: January 27, 2004

February 4, 2004

  
Lloyd Ramirez  
Business Agent

DATED: January 27, 2004

  
Douglas A. Jackson, President  
CFPEA

DATED: January 28, 2004